



**CITY OF LOCKPORT
COMMITTEE OF THE WHOLE MEETING
AGENDA**

**WEDNESDAY, JANUARY 15, 2025
CITY HALL, 3RD FLOOR, BOARD ROOM**

**7:00 PM OR AT THE CONCLUSION OF THE CITY
COUNCIL MEETING**

- A. PLEDGE OF ALLEGIANCE**
- B. ROLL CALL**
- C. INTRODUCTION OR PROCLAMATION (REQUIRING NO FORMAL ACTION OR APPROVAL)**
- D. MAYOR'S REPORT**
- E. ITEMS RECOMMENDED TO BE PLACED ON THE AGENDA FOR CONSENT OR ACTION AT THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING**
 - CA-1. [Valet Services Contract with Valet Parking Authority \(VPA\) for Valet Services Throughout Downtown Lockport in 2025 for an Amount Not to Exceed \\$100,000](#)
 - AT-1. [Third Amendment to the Annexation Agreement for Lockport Square at Farrell Rd., Lot 6, to Extend the Date to Obtain Occupancy by July 31, 2026](#)
 - AT-2. [6-Month Review of Closed Executive Session Meeting Minutes Pursuant to the IL Open Meetings Act, 5 ILCS 120/1, et seq.](#)
 - CD-1. [Release of Bond and Initial Acceptance of Site Improvements for Rose Center Lot 1A Panda Express](#)
 - CD-2. [Release of Bond and Initial Acceptance of Site Improvements for Gas N Wash](#)
 - CD-3. [Release of Bond and Initial Acceptance of Site Improvements for Rose Center](#)
 - PW-1. [Task Order for Water Model and Master Plan from Baxter & Woodman, Inc. for \\$174,400.00](#)
 - PW-2. [Task Order for Bonnie Brae Facility Plan from Baxter & Woodman, Inc. for a Total Amount of \\$199,966.00](#)

F. NEW BUSINESS - MISCELLANEOUS

G. OPEN FLOOR FOR COMMENTS

Comments will be heard on items that do not appear on the Agenda. The Public Comment portion of the Agenda shall be subject to a twenty (20) minute limitation. A time limit of five (5) minutes shall be imposed on each Speaker. The purpose of having Public Comments as an Agenda item is to allow any person to make his/her views known to the City Council upon any subject of general or public interest.

Each person wishing to speak during the Public Comment portion of the Agenda must fill out a Public Comment Speaker Card stating name, and the topic about which he/she wishes to speak as well as a Sign-In Sheet, and give to the City Clerk at the Meeting itself. The purpose of the Cards is to obtain the spelling of the name of the Speaker, and provide for efficient meeting administration. The order of speaking shall be based upon the order of Sign-In with first person signing-in speaking first and so forth. If the twenty (20) minutes has elapsed before all Speakers who have signed up are allowed to speak, the City Council may elect to continue the time period. However, if the City Council elects not to extend the time period those Speakers who signed up but did not speak may if they so choose to be placed on the next Agenda under the Public Comments Section and shall be placed at the top of the Sign-In Sheet in the same order they were in from the previous Sign-In Sheet. All Speakers shall comply with these rules which shall be posted at the Speaker Sign-in desk and rulings of the City Clerk.

H. EXECUTIVE SESSION: OPEN MEETINGS EXEMPTIONS

2(c)(1) Appointments, Employment, Compensation, Discipline, Performance or Dismissal of specific Employees.

2(c)(2): Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes or employees.

2(c)(3) Selection of a person to fill a Public Office, including a vacancy in a Public Office.

2(c)(5) Purchase of Lease of real property, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

2(c)(6) The setting of a price for Sale or Lease of property owned by the public body.

2(c)(11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

2(c)(21) Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06

I. ADJOURNMENT



Committee of the Whole

Agenda Memorandum

Item # CA-1

To: Mayor & City Council

From: Brittni Calderon, Assistant to the Administrator

Subject: Valet Services Contract with Valet Parking Authority (VPA) for Valet Services Throughout Downtown Lockport in 2025 for an Amount Not to Exceed \$100,000

Date: Wednesday, January 15, 2025

BACKGROUND/HISTORY

The City of Lockport has been using gaming funds to cover the cost of valet services for downtown businesses for several years. This program has been successful, with strong demand for the service to continue. Since its inception in 2021, between 2,600 and 3,400 vehicles have been parked each year, the ROI remains at about \$20-\$25 per car service parked depending on the month. The City has allocated up to \$100,000 annually in video gaming funds for these services. In 2024, the City maintained two valet locations, spending a total of \$67,067 across two companies. VPA officially took over from VIP in March and has done an excellent job.

PROS/CONS/ALTERNATIVES

The valet program has proven to be beneficial in supporting local businesses by providing convenient parking for customers, which enhances the overall downtown experience. Once another restaurant comes in at 10th & State, we will see even more demands. This alternative to \$4M parking deck still remains or at some point the restaurants could participate the costs, or the patron could be charges \$5 per car parked, but staff is recommending status quo for 2025 as momentum continues to build.

RECOMMENDATION

VPA has committed to utilizing only the designated and approved parking lots, have had very low complaints and explicitly avoiding the use of any on-street parking. Staff is recommending the approval of another contract with them. This contract is proposed to not exceed a total of \$100,000 in 2025.

ATTACHMENTS

Resolution No. 25-012 Approving the City Administrator to execute an agreement with Valet Parking Authority

Valet Agreement

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

RESOLUTION NO. 25-012

A RESOLUTION APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH VALET PARKING AUTHORITY, LIMITED FOR VALET SERVICES FOR DOWNTOWN BUSINESSES ON WEEKENDS AND/OR OTHER EVENTS TO NOT EXCEED \$100,000 FOR 2025

WHEREAS, in 2020, through the approval of Resolution No. 20-025 approved on February 19, 2020, the City initiated a pilot program to provide valet services, paid from the City’s Video Gaming Revenue, to assist in the continued redevelopment of the City’s downtown area by providing a convenient parking option to those patronizing downtown restaurants; and

WHEREAS, after a successful year of the pilot program, the City Council continued the valet service program and renewed the service contract with the initial company and in 2024 upon receiving the proposals from valet service providers, Valet Parking Authority, Ltd., was the apparent responsible low bidder; and

WHEREAS, the Mayor and the City Council find that it is in the best interest of the City to enter into an extension of the service agreement with Valet Parking Authority and to authorize the City Administrator to execute an Agreement for VPA to provide valet services as described under the terms of the Agreement.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Lockport, Will County, Illinois, As follows:

SECTION 1: The Agreement with Valet Parking Authority, LTD to provide valet services for Lockport downtown businesses on the weekends and/or other events for an amount not to exceed \$100,000 for 2025 is hereby approved.

SECTION 2: The City Administrator is authorized to enter into such Agreement with Valet Authority, LTD, as reviewed and approved by the City Attorney, to provide valet services for Lockport downtown businesses.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this _____ day of _____, 2025.

_____ **ALDERMEN VOTING AYE** _____ **ALDERMEN VOTING NAY**

_____ **ALDERMEN ABSTAINING** _____ **ALDERMEN ABSENT**

the MAYOR voting aye _____ voting nay _____ not voting _____

_____ **BARTELSEN** _____ **BERGBOWER** _____ **DESKIN** _____ **GILLOGLY**

_____ **MCDONALD** _____ **PUGH** _____ **SABAN** _____ **KING**

_____ **MAYOR**

Steve Streit, Mayor

ATTEST:

Kathleen Gentile, City



EXTENSION VALET PARKING SERVICE AGREEMENT

The parties herein, **VALET PARKING AUTHORITY, LIMITED, an Illinois Corporation**, hereinafter “VALET”, **CITY of LOCKPORT – Illinois**, hereinafter “CUSTOMER.” Hereby agree as follows:

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to extend the existing valet service agreement and to provide services as follows:

1. **LOCATION:** **Mamma Onesta’s**
1100 S State St.
Lockport, IL 60441 and.

Lock & Mule
1025 S State St.
Lockport, IL 60441

2. **SERVICES:** VALET hereby agrees to provide Valet Parking Service for all patrons / member of Customer who wish to use such services, as follows:

HOURS OF OPERATION: FRIDAY’S and SATURDAY’S

4 p.m. to 12:00 a.m. (CST) following day midnight (or until the last vehicle has been returned to the patron)

3. **TERM:** This Agreement shall commence on 2/5/2025, and shall continue for a period of one year, unless until terminated by either party provides the other party a sixty (60)-day written notice for any reason. If at the end of the term, no party has terminated this agreement under this paragraph, or for a default or breach under Paragraph 14 below, then the contract shall be renewed for additional one-year term thereafter.

4. **PARKING RATES AND COMPENSATION:** Valet rate will be complementary for Patrons from Mamma Onesta's and Lock & Mule locations.
5. **VALET MANAGEMENT FEE:** Valet parking Authority Ltd.; will charge to The City of Lockport \$38.00 (Thirty-eight dollars) per man per hour with a minimum of 8 hours per day when valet services are utilized.
6. **SPECIAL EVENTS:** Additional service to be requested at least one week prior to the event to ensure availability of staff man-hour rate \$40.00 (forty dollars)
7. **VALET LICENSES:** None applies.
8. **INDEPENDENT CONTRACTOR:** The parties hereto agree that they are independent Contractors, and that either of them, or of any of their employees, are not employees of the other. No employment is intended. Neither **VALET** nor its employees or agents shall look to **CUSTOMER** for vacation pay, sick leave, retirement benefits, social security, worker's compensation, disability, unemployment benefits or other employee benefits, nor shall **CUSTOMER** or its employees look to **VALET** for the same.
9. **SECURITY:** Security for the **CUSTOMER'S** business, premises and its patrons and the handling of loitering problems are the sole responsibilities of the **CUSTOMER**. **VALET** is not to act as an enforcer of **CUSTOMER'S** rules and regulations, or in any manner to provide protection for any of **CUSTOMER'S** property, or for any of **CUSTOMER'S** patron's property, unless such action is directly related to **VALET'S** obligation under this Agreement, which is limited to the terms of the sample parking ticket attached as exhibit "A".
10. **VALET DUTIES:** **VALET** shall, during the term of this Agreement, provide the following:
 - a. Efficient and courteous parking attendants.
 - b. Such supervisory and or executive personnel, which **VALET** at its sole discretion, deems adequate for the purpose of adequately servicing the location.
 - c. All claim checks, signs, and all other items that are necessary for the carrying out of **VALET'S** duties.
 - d. All uniforms for **VALET'S** personnel, which uniforms shall be always worn by all personnel.
 - e. **VALET** will be responsible for all parking tickets issued to patron's cars while it is in **VALET'S** custody, except that in the event that a patron has prior parking violations

and receives a boot on their car, VALET shall only be liable for the parking violation in question, not other tickets, boot charge, and or other tickets or fines.

- f. **VALET** will pick up and drop off vehicles from the two current valet service stands located near Mamma Onestas's and Lock & Mule. All valet parked vehicles will be parked in the city-designated lots at no cost of the patron or the Valet Parking Authority, Ltd.

11. **INSURANCE:** VALET shall obtain and maintain, at its sole cost and expense, Commercial General Liability insurance coverage for its employees for the service provided hereunder. Such insurance shall have combined limits of up to \$1,000,000.00 for property damage and bodily injury claims. In addition, VALET shall have and continuously maintain a **\$5,000,000.00** umbrella coverage policy. In addition, VALET will assume and be responsible for the obtaining of and the maintaining of **GARAGE KEEPER'S LEGAL LIABILITY** insurance on a direct and primary basis, and a copy of certificate of insurance shall be provided as evidence thereof. Further, VALET will obtain and maintain all other necessary insurance including, but not limited to **Workers' Compensation** insurance in at least the statutorily required amount. Notwithstanding anything to the contrary herein, VALET shall have the right to be self-insured within its S.R.I., i.e., deductible, limits. All policies of insurance hereunder shall provide for thirty (30) days prior written notice to each additional insured in the event of cancellation or material change. In addition, upon execution of this agreement, VALET shall expressly cause to be named those entities and individuals listed in this Agreement as additional insured, if it has not already done so.

12. **CUSTOMER DUTIES:** CUSTOMER will not directly or indirectly employ, hire, retain or contract with any personnel or former personnel of VALET or any other employee of VALET, to furnish any type of Automobile parking services as set forth for a period of three (3) years after the date of termination of this Agreement.

13. **INDEMNITY:** VALET shall protect, defend, indemnify, and hold CUSTOMER its affiliates, partners and their respective agents and employees harmless from and against any claim, damage, cost or liability by or of a third party arising out of or related to the performance or nonperformance by VALET or its respective employees or independent contractors engaged by VALET for any such services to be performed or provided by them under this Agreement; provided however, that VALET shall not be responsible or liable for any claim, loss, damage, cost, expense or liability incurred by such party, patron, visitor, customer or employee of CUSTOMER which is unrelated to VALET'S performance hereunder, or which was not been proximately caused by VALET'S negligence or the negligence of it's employees, agents, or contractors. If any such claim, loss, or damage is proximately caused by CUSTOMER'S negligence, then CUSTOMER hereby agrees to protect, defend, indemnify and hold VALET harmless from any cost, claim, loss, damage, expense or liability by or of such party form any other injury or damage not described or covered in the immediately preceding sentence. Notwithstanding anything herein stated to the contrary, VALET

shall not be responsible for the theft, loss or damage proximately caused by the criminal acts of any third party of any automobile or contents therein serviced by VALET pursuant to this Agreement. This paragraph is intended only to define the rights of the parties, and it shall in no way be used to extend any parties liability at law.

14. TERMINATION: Notwithstanding anything herein contained in paragraph 3 above, this Agreement may be terminated by either party at any time with a five (5)-day prior written notice upon the occurrence of a default or breach by the other party in the performance of any material term or provision of this Agreement.

15. COMPLETE AND ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties hereto, and there are no representations, warranties or prior understandings except as expressly set forth herein.

16. APPLICABLE LAW: This Agreement shall be construed, interpreted and governed by the laws of the State of Illinois.

17. LEGAL FEES: In the event of a default under any of the material terms or provisions of this Agreement occurs, and *any* legal action is necessary to enforce of such terms between the parties hereto, the prevailing party may seek reasonable attorney's fees and cost from the non-prevailing party.

18. AMENDMENT: This Agreement may not be amended, altered or modified except pursuant to an instrument in writing signed by the parties hereto.

19. BENEFITS: This Agreement shall insure to the benefits of and be binding upon the parties hereto, and their successors and assigns.

20. ASSIGNMENT: This Agreement is for the performance of a service, and no party may assign or transfer this Agreement or any interest herein without the prior written consent of the other party.

21. FORCE MAJEURE: If either party fails to perform its obligations hereunder, because it is limited or prevented in whole or in part for any reason whatsoever not reasonably within the control of the party, including, without limitation, acts of God, war, invasion, acts of foreign powers, hostilities (whether war be declared or not), strike, criminal acts by anyone, and/or industrial disputes, it is released from performance to the extent that such performance is so limited, delayed or prevented.

22. WAIVER OR BREACH: No waiver or breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting regarding any breach of any provisions of this Agreement shall be construed to be a waiver of such breach.

23. ADDITIONAL LOCATIONS: In the event that the City of Lockport should require valet services at a third location, that location shall be serviced by VALET PARKING AUTHORITY, LIMITED under the same terms and rates contained herein.

24. NOTICES: All notices, request, demands and any other communications required or permitted hereunder shall be in writing, at the party's respective address below written, and shall be deemed to be delivered three (3) days after the date of mailing, or sooner upon presentation of reasonably adequate proof of earlier delivery, if delivered in person or by facsimile.

CUSTOMER:
THE CITY OF LOCKPORT
222 East 9th. Street
Lockport, IL 60441
Att: Ben Benson
City Administrator
City of Lockport - Illinois

VALET:
VALET PARKING AUTHORITY, LIMITED
2342 N. Damen Ave.
Chicago IL; 60641
Att: Carlos Vargas President
President

IN WITNESS WHEREOF, the parties have executed this Agreement upon the day and date first executed.

THE CITY OF LOCKPORT

Valet Parking Authority, Limited.

By:
Its: City Administrator
Dated:

By: .
Its: President/Agent
Dated:



Committee of the Whole

Agenda Memorandum

Item # AT-1

To: Mayor & City Council

From: Sonni Williams, City Attorney

Subject: Third Amendment to the Annexation Agreement for Lockport Square at Farrell Rd., Lot 6, to Extend the Date to Obtain Occupancy by July 31, 2026

Date: Wednesday, January 15, 2025

BACKGROUND/HISTORY

On June 7, 2023, the City Council approved the Second Amendment to the Annexation Agreement for Lockport Square at Ferrell for allow Lot 6 to be rezoned from C2 Community Commercial to C3 Highway Commercial (Resolution No. 23-049) in order for the construction of a self-storage facility with a building height of 55' for the four-story building the use of the 2021 International Building Code (IBC). The Second Amendment contained a deadline of the building to be constructed by June 30, 2024 and if not, Lot 6 will be rezoned to C2 (Community Commercial).

Due to various reasons, the Owner/Developer has not commenced the construction of the self-storage building yet and has requested until July 31, 2026 to complete the construction along with the certificate of occupancy. This requires the Annexation Agreement to be amended to reflect the new date. The attached Third Amendment to the Annexation Agreement reflects this date of completion date.

PROS/CONS/ALTERNATIVES

Allows the Developer to complete the construction of the 4-story self-storage facility in Lot 6 of Lockport Square at Farrell Subdivision.

RECOMMENDATION

Hold a public hearing on the February 5, 2025 City Council meeting and take a vote on the Third Amendment to the Annexation Agreement for Lockport Square at Farrell Rd., Lot 6, to extend the date to obtain occupancy by July 31, 2026.

ATTACHMENTS

Resolution No. 25-010 Approving 3rd Amendment to Annexation Agreement for Lot 6 of Lockport SQ
at Farrell

Third Amendment to Annexation Agreement for Lot 6 in Lockport Square at Farrell Rd Subdivision

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

RESOLUTION NO. 25-010

A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE ANNEXATION AGREEMENT FOR LOT 6 IN THE SUBDIVISION KNOWN AS LOCKPORT SQUARE AT FARRELL ROAD

WHEREAS, the Mayor and City Council of the City of Lockport have determined that it is in the best interests of the City of Lockport to approve the THIRD AMENDMENT TO THE ANNEXATION AGREEMENT FOR LOT 6 IN THE SUBDIVISION KNOWN AS LOCKPORT SQUARE AT FARRELL ROAD between the City of Lockport and JACOB DEVELOPMENT LLC (“Owner”) for a development property located west of I-355 and south of 159th St. in the City of Lockport, Illinois, Lockport, IL 60441; and

WHEREAS, the City and Owner desire to amend the Annexation Agreement for the Lockport Square at Farrell Development recorded on November 17, 2006 as Document No. R2006192908 with the Recorder of Deeds (“Original Agreement”) as amended by the Second Amendment to the Annexation approved by Resolution No. 23-049; and

WHEREAS, the current Owner of record of the territory is ready, willing, and able to enter into this THIRD AMENDMENT TO THE ANNEXATION AGREEMENT FOR LOT 6 IN THE SUBDIVISION KNOWN AS LOCKPORT SQUARE AT FARRELL ROAD and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided in §11-15.1-3 of the Illinois Municipal Code (65 ILCS 5/11-15.1-3) for the execution of the amendment to an annexation agreement have been fully complied with, attached herein is a copy of the published notice of the hearing.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Lockport, Will County, Illinois, by a vote of not less than two-thirds (2/3) of the corporate authorities currently holding office, as follows:

SECTION 1: The attached THIRD AMENDMENT TO THE ANNEXATION AGREEMENT FOR LOT 6 IN THE SUBDIVISION KNOWN AS LOCKPORT SQUARE AT FARRELL ROAD is approved.

SECTION 2: The Mayor and City Clerk are authorized and directed, to sign and attest a document known Annexation Agreement of the Subject Property, original and copies as needed.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS _____ day of _____, 2025, with:

_____ **ALDERMEN voting aye**

_____ **ALDERMEN absent**

_____ **ALDERMEN voting nay**

_____ **ALDERMEN abstaining**

the MAYOR voting aye _____ voting nay _____ not voting _____

_____ BARTELSEN _____ BERGBOWER _____ DESKIN _____ GILLOGLY

_____ KING _____ MCDONALD _____ PUGH _____ SABAN

_____ MAYOR (votes)

Steven Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk

Prepared by and return to:
Sonni Choi Williams
City Attorney
CITY OF LOCKPORT
222 East 9th St.
Lockport, Illinois 60441-3497

PIN: 16-05-19-101-023-0000

Approved by
Resolution No. 25-010

(space above reserved for Will County Recorder's use)

**THIRD AMENDMENT TO THE
ANNEXATION AGREEMENT FOR LOT 6 IN THE SUBDIVISION KNOWN AS
LOCKPORT SQUARE AT FARRELL ROAD**

This Third Amendment to Annexation Agreement (this “AGREEMENT”) is made and entered into this ____ day of _____, 2025, by and between the **CITY OF LOCKPORT**, an Illinois Municipal Corporation (the ‘CITY”) and **JACOB DEVELOPMENT LLC**, an Illinois limited liability company (the “Owner”). The City and Owner are each referred to herein as a “Party” and, collectively, as the “Parties.”

WHEREAS, Owner is the titleholder of record of a real estate consisting of approximately 2.25 acres of land, Lot 6 of the Subdivision known **LOCKPORT SQUARE AT FARRELL ROAD** (the “Property”), legally described in Exhibit “A”, attached hereto and made a part hereof; and,

WHEREAS, the Property was annexed to the City in accordance with a certain Annexation Agreement between the City and Owner, recorded on November 17, 2006 as Document No. R2006192908 with the Recorder of Deeds, Will County, Illinois, said Annexation Agreement having been adopted pursuant to City of Lockport Ordinance No. 06-248 dated August 30, 2006 (the “Original Agreement”); and,

WHEREAS, in 2007, the Annexation Agreement was subsequently amended to Article Two, Section 3 of the Annexation Agreement by deleting the provision that prohibited automotive or automotive related uses on any of the outlots and thus, allowing such use in the outlots; and

WHEREAS, on June 7, 2023, the City Council approved Resolution No. 23-049 approving the Second Amendment to the Annexation for Lot 6 that rezoned Lot 6 of the Lockport Square at Farrell Road Subdivision from C-2 (Community Commercial) to C-3 (Highway Commercial) to allow for a 4-story self-storage facility with the condition that if the construction of the self-storage facility with a certificate of occupancy is not completed by June 30, 2024, Lot 6 would be rezoned back to C-2 (Community Commercial); and,

WHEREAS, the City and the Owner desire to amend the date of competition with certificate of occupancy of the self-storage building to July 31, 2026; and

WHEREAS, a public hearing on this Third Agreement has been held by the Corporate Authorities of the City on February 5, 2025; and,

WHEREAS, all notices, publications, procedures, public hearings and other matters attendant to the consideration, approval and execution of this Agreement have been given, made, held and performed as required by 65 ILCS 5/7-1-8 and Division 15.1 of Article 11 of the Illinois Municipal Code and all applicable Ordinances, regulations and procedures of the City; and,

WHEREAS, the Mayor and the City Council have approved the terms and provisions of this Agreement and have directed the Mayor to execute and the City Clerk to attest this Agreement on behalf of the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the City and the Owner hereby agree as follows:

ARTICLE ONE

INTRODUCTION

A. Recitals. The foregoing recitals and representations are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set forth in this Article One.

B. Mutual Assistance. The Parties hereto agree to do all things necessary and appropriate to carry out the terms and conditions of this Agreement and to aid and assist each other in furthering the intent of the parties as reflected by the terms of this Agreement, including without limitation, the holding of public hearings, enactment by the City of such resolutions and ordinances as are required herein, and the taking of such other actions as may be necessary to enable the Parties to comply with the terms and provisions of this Agreement.

ARTICLE TWO

AMENDMENT OF ANNEXATION AGREEMENT

A. Applicable Law. This Agreement amends the Annexation Agreement pursuant to and in accordance with provisions of Sections 11-15.1-1 et seq. of the Illinois Municipal Code.

B. Amendment The Owner and the City hereby amend the following specific provision of the Annexation Agreement applicable only to Lot 6.

Article Two Section 3 of the Annexation Agreement as so amended the Second Amendment to the Annexation Agreement, be amended by adding the underlined and deleting the stricken as follows:

Lot 6 may be zoned to C-3 (Commercial Highway) and impressed with a special use permit to allow for a self-storage facility building height up to 55' to be constructed in compliance with the 2021 International Building Code. If the construction of the self-storage facility is not completed with a certificate of occupancy by ~~June 30, 2024~~ July 31, 2026, Lot 6 parcel shall be reverted back to the C2 (Community Commercial) and the

special use permit shall be revoked without any further action by the City Council and the Owner of Lot 6 waives any objections to the zoning reversion to C2 by the City Council.

ARTICLE THREE

GENERAL PROVISIONS

A. Except as modified by this Agreement, all provisions of the Original Annexation Agreement as so amended shall remain in full force and effect.

B. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the City and Owner.

C. This Agreement, when recorded, constitutes a covenant running with the land and is binding upon and inures to the benefit of the parties, all grantees, successors and assigns.

D. If any provision of this Agreement is found by a court of law to be in violation of any applicable local, State or Federal law, ordinance or regulation and if a court of competent jurisdiction should declare such provision of this Agreement to be illegal, void or unenforceable, then it is the intent of the parties that the remainder of this Agreement shall be construed as if such illegal, void or unenforceable provision was not contained herein and that the rights and obligations of the parties hereunder shall continue in full force and effect.

F. The Corporate Authorities for the City warrant that they have the authority to enter into this Agreement. Owner warrants that the execution of this Agreement has been duly and validly authorized and that the obligations imposed upon Owner herein shall be valid and binding obligations of Owner.

[this space left intentionally blank; signatures on following pages]

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed as of the day and year above written.

CITY:

CITY OF LOCKPORT, an Illinois
Municipal Corporation, County
of Will, State of Illinois

BY: _____

Attest: _____

STATE OF ILLINOIS)
) SS
COUNTY OF W I L L)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ and _____, personally known to me to be the City Mayor and City Clerk of the CITY OF LOCKPORT, a municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as the City Mayor and City Clerk of said City, and caused the Corporate Seal of said City to be affixed thereto, pursuant to authority given by the City Council of said City, as their free and voluntary act and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____

EXHIBIT A:

LEGAL DESCRIPTION FOR LOT 6:

LOT 6 IN LOCKPORT SQUARE AT FARRELL ROAD, BEING A SUBDIVISION OF PART OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 21, 2007 AS DOCUMENT NUMBER R2007-029044 IN WILL COUNTY, ILLINOIS.

PIN: 16-05-19-101-023-0000



Committee of the Whole

Agenda Memorandum

Item # AT-2

To: Mayor & City Council

From: Sonni Williams, City Attorney

Subject: 6-Month Review of Closed Executive Session Meeting Minutes Pursuant to the IL Open Meetings Act, 5 ILCS 120/1, et seq.

Date: Wednesday, January 15, 2025

BACKGROUND/HISTORY

Section 2.06(d) of the Illinois Open Meetings Act, 5 ILCS 120/1, et seq., requires the City Council to review every 6 months, or as soon thereafter as is practicable, the closed executive session meeting minutes to discuss and determine whether confidentiality still exists or no longer exists to allow the meeting minutes and the related verbatim meeting to be released to the public. Such determination is reported in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection.

The last review of the closed session meeting minutes was in July 17, 2024, therefore; it is time for another such review. In reviewing the minutes from the executive or closed session meetings ("ES"), it has been determined that the meeting minutes listed on the attached "Schedule A" should remain confidential and not be released and the meeting minutes listed on the attached "Schedule B" be released for public inspection since confidentiality no longer exists for those minutes. Resolution No. 25-011 approves the determination that the ES meeting minutes listed in Schedule A should not be released since the need for confidentiality still exists as to all or part of those minutes and that the ES meeting minutes listed in Schedule B can be released since the need for confidentiality no longer exists. In addition, Resolution No. 25-011 approves all ES meeting minutes if not so already approved and authorizes the destruction of verbatim recording of all prior executive session meetings after 18 months from the completion of the meeting.

PROS/CONS/ALTERNATIVES

Keeps the City in compliance with the OMA's requirement that a review of all closed executive session meeting minutes be conducted every 6 months to determine whether to release any of the closed session meeting meetings since the last review was on January 17, 2024.

RECOMMENDATION

Approve Resolution No. 25-011 to be in compliance with the OMA.

ATTACHMENTS

[Resolution No. 25-011 OMA 6-Month review of ES meeting minutes](#)

[SCHEDULE A-Not to Release ES Meeting Minutes](#)

[SCHEDULE B-Release ES Meeting Minutes](#)

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

RESOLUTION NO. 25-011

**6-MONTH REVIEW OF CLOSED SESSION MEETING MINUTES AS REQUIRED BY
OPEN MEETINGS ACT, 5 ILCS 120, ET SEQ.**

WHEREAS, Section 2.06(d) of the Illinois Open Meetings Act, 5 ILCS 120/2.06, requires a public body to review closed session meeting minutes every 6 months, or as soon thereafter as is practicable, taking into account the nature and meeting schedule of the public body;

WHEREAS, Section 2.06 of the OMA requires that these closed session meeting minutes be reviewed to determine and report in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection; and

WHEREAS, as required by the Act, the City Clerk has kept the records of the written minutes as well as the audio recording of such Executive Sessions; and

WHEREAS, the Mayor and City Council have determined the a need for confidentiality still exists as to the Executive Session minutes from the meetings set forth on Schedule "A" attached hereto; and

WHEREAS, the Mayor and City Council have determined the Executive Session minutes from the meetings set forth on Schedule "B" attached hereto no longer require confidentiality treatment and should be available for public inspections.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Lockport, Will County, Illinois, as follows:

SECTION 1: The Executive Session minutes from those meetings set forth on Schedule "B" attached hereto are hereby releases.

SECTION 2: The City Council has determined a need of confidentiality still exists as to the Executive Session minutes from the meetings set forth on Schedule "A".

SECTION 3: Any and all Executive Session meeting minutes listed in Schedules "A" and "B" that have not yet been approved are hereby approved.

SECTION 4: Pursuant to Subsection 2.06(c) of the OMA, any verbatim record of the meetings may be destroyed or deleted after 18 months from the completion of the meeting.

SECTION 5: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this _____ day of _____, 2025, with

_____ALDERMEN voting aye _____ALDERMEN abstaining

_____ALDERMEN voting nay _____ALDERMEN absent

The MAYOR voting aye _____, voting nay _____, not voting _____

_____ BARTELSEN _____ BERGBOWER _____DESKIN _____ GILLOGLY

_____ KING _____ MCDONALD _____ PUGH _____ SABAN

_____ MAYOR

Steven Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk

SCHEDULE "A"

RESOLUTION NO. 25-011

NOT RELEASED EXEC. SESSION MINUTES

Date:
12/15/2010
01/19/2011
02/09/2011
02/16/2011
03/02/2011
04/20/2011
05/18/2011
06/01/2011
06/15/2011
06/22/2011
07/06/2011
07/20/2011
08/03/2011
08/17/2011
09/07/2011: Sec. 2(c)(1) only
09/21/2011
10/05/2011
11/16/2011
12/07/2011
12/21/2011
03/07/2012
04/18/2012
06/20/2012
08/01/2012
09/05/2012
10/03/2012
11/07/2012
01/17/2013
07/02/2013
07/17/2013
10/02/2013
10/15/2013
11/06/2013
11/20/2013
01/02/2014
02/05/2014
02/19/2014
03/05/2014
03/19/2014
04/16/2014
05/21/2014
06/18/2014

SCHEDULE "A"

RESOLUTION NO. 25-011

NOT RELEASED EXEC. SESSION MINUTES

07/02/2014
07/16/2014
08/06/2014
08/20/2014
10/01/2014
10/15/2014
11/05/2014
12/17/2014
02/04/2015
04/15/2015
05/06/2015
06/03/2015
08/05/2015
09/02/2015
10/21/2015
12/16/2015
02/17/2016
04/20/2016
05/18/2016
08/17/2016
12/07/2016
03/01/2017
04/05/2017
05/03/2017
05/17/2017
06/07/2017
07/19/2017
09/06/2017: Sec. 2(c)(1) only
02/07/2018: Sec. 2(c)(1)
03/06/2018: Sec. 2(c)(1)
08/15/2018: Sec. 2(c)(11)
06/19/2019: Sec. 2(c)(11)
09/04/2019: Sec. 2(c)(5)
09/16/2020: Sec. 2(c)(5)
12/02/2020: Sec. 2(c)(5)
12/16/2020: Sec. 2(c)(5)
04/21/2021: Sec. 2(c)(1)
01/05/2022: Sec. 2(c)(11)
05/04/2022: Sec. 2(c)(1)
06/07/2023: Sec. 2(c)(2)
06/07/2023: Sec. 2(c)(3)

SCHEDULE "A"

RESOLUTION NO. 25-011

NOT RELEASED EXEC. SESSION MINUTES

08/16/2023: Sec. 2(c)(3)
02/21/2024: Sec. 2(c)(11)
03/03/2024: Sec. 2(c)(1)
08/07/2024: Sec. 2(c)(11)
09/18/2024: Sec. 2(c)(11)

SCHEDULE "B"

RESOLUTION NO. 25-011

EXEC. SESSION MINUTES TO BE RELEASED

Date:
11/02/2022: Sec. 2(c)(6) setting price for sale or lease of City property
02/15/2023: Sec. 2(c)(11) pending litigation



Committee of the Whole

Agenda Memorandum

Item # CD-1

To: Mayor & City Council

From: Dan Watson, Development Engineer

Subject: Release of Bond and Initial Acceptance of Site Improvements for Rose Center Lot 1A Panda Express

Date: Wednesday, January 15, 2025

BACKGROUND/HISTORY

On July 25th, 2023 a bond was established for the Rose Center Lot 1A Panda Express in the amount of \$31,076.10. All improvements have been completed, inspected and approved by the City of Lockport Community and Economic Development Department. This bond release will be contingent on the City receiving the 12-month maintenance guarantee from the owner for 10% of the original amount of the bond.

PROS/CONS/ALTERNATIVES

N/A

RECOMMENDATION

Approve Resolution No. 25-002 to release the bond for the Rose Center Lot 1A Panda Express site, contingent on the City receiving the 12-month maintenance guarantee from the developer for 10% of the original amount of the bond.

ATTACHMENTS

[Resolution No. 25-002 Release of Bond and Initial Acceptance of Site Improvements for Rose Center Lot 1A Panda Express](#)

[Panda Express Recommendation for Bond Release and Initial Acceptance 20241213](#)

[Cert of Initial Accept Panda Express executed 20241211](#)

[Engineer's Opinion of Probable Cost Public Improvements REV 20230307](#)

[Engineering Inspection and Guarantee Fees](#)

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

RESOLUTION NO. 25-002

A RESOLUTION FOR RELEASE OF BOND AND INITIAL ACCEPTANCE OF SITE IMPROVEMENTS FOR ROSE CENTER LOT 1A PANDA EXPRESS

WHEREAS, the Owner of Rose Center Lot 1A Panda Express posted a cash bond on July 25th, 2023 in the amount of \$31,076.10 for site improvements; and

WHEREAS, all improvements have been completed, inspected and approved by the City of Lockport Community and Economic Development Department, therefore the project is ready for close-out; and

WHEREAS, release of the Bond will be contingent upon receipt of a one year maintenance bond of 10% of the original Performance Bond amount;

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Lockport, Will County, Illinois, as follows:

SECTION 1: The Mayor and the City Council hereby authorize the release of cash bond in the amount of \$31,076.10.

SECTION TWO: This Resolution shall become effective immediately upon passage and approval.

PASSED this _____ day of _____, 2024, with

_____ **ALDERMEN voting aye** _____ **ALDERMEN abstaining**

_____ **ALDERMEN voting nay** _____ **ALDERMEN absent**

The MAYOR voting aye _____, voting nay _____, not voting _____

_____ **SABAN** _____ **MCDONALD** _____ **BERGBOWER** _____ **GILLOGLY**

_____ **PUGH** _____ **KING** _____ **DESKIN** _____ **BARTELTSEN**

____MAYOR

Steven Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk

DATE: December 13, 2024

SUBJECT: Panda Express Initial Acceptance and Bond Release Recommendation

Chamlin Engineering has reviewed the request for Initial Acceptance of site improvements and bond release for Panda Express on behalf of the City of Lockport and recommend approval of both.

The developer has addressed inspection punchlist items for this development and has submitted as-built record drawings that have been approved. Additionally, the developer has submitted a signed copy of a Certificate of Initial Acceptance to the City of Lockport in accordance with City of Lockport Development Code Section 153.40.050 . This form is attached.

The City Council's formal approval of the bond release and Initial Acceptance of site improvements is contingent on the City receiving 12-month maintenance guarantees from the developer for 10% the original amount of the bond. Formal City Council approval followed by the City receipt and acceptance of the maintenance guarantee shall mark the beginning of a 12-month guarantee period covering the workmanship and materials incorporated into the required improvements. Final Acceptance procedures will be according to Section 153.40.060.

This and all previous reviews did not include field verification of elevations, grades, and/or topography as shown on the plan, and we disclaim responsibility for any errors or omissions. This review is for general conformance to the City of Lockport Development Code, Zoning Ordinance, and other applicable guidelines. Review and approval of the plans does not relieve the developer from adhering to all City of Lockport requirements. Any additional measures required as a result of actual field conditions shall be at the discretion of the City of Lockport.

Peru Office

4152 Progress Boulevard • Peru, IL 61354
Phone 815.223.3344 • Fax 815.223.3348
peru@chamlin.com

Ottawa Office

218 West Lafayette Street • Ottawa, IL 61350
Phone 815.434.7225 • Fax 815.434.2831
ottawa@chamlin.com

Mendota Office

903 Main Street • Mendota, IL 61342
Phone 815.539.8137 • Fax 815.224.8575
mendota@chamlin.com

LOCKPORT



Mayor

Steven Streit

City Clerk

Kathleen Gentile

Administrator

Ben Benson

City of Lockport

222 E. 9th Street | Lockport, IL 60441

Alderman

Pat Sheehan – 1st Ward

Jonathan Pugh – 1st Ward

JR Gillogly – 2nd Ward

Patrick McDonald – 2nd Ward

Christina Bergbower – 3rd Ward

Darren Deskin – 3rd Ward

Renee Saban – 4th Ward

Joanne Bartelsen – 4th Ward

CERTIFICATE OF INITIAL ACCEPTANCE

This Certificate of Initial Acceptance is being submitted on behalf of:

Panda Express

(Property Owner/Developer)

in accordance with City of Lockport Development Code Section 153.40.050 to certify completion of the site improvements associated with:

Panda Express Lockport

(Name of Development)

Once received by the City of Lockport, this Certificate of Initial Acceptance must be approved by the City Council, thereupon formally accepting said improvements as complete, subject to the terms of the maintenance guarantee in according to Section 153.40.050. The formal approval and acceptance of this Certificate of Initial Acceptance followed by City acceptance of the one-year maintenance bond shall mark the beginning of a 12-month guarantee period covering the workmanship and materials incorporated into the required improvements. Final Acceptance procedures will be according to Section 153.40.060 of the City of Lockport Development Code.

The undersigned certify that the subject improvements have been completed in conformance with the plans and the City of Lockport Development Code:

Hakim A. Gala

12/11/24

(Signature of Property Owner/Developer)

(Printed Name and Date)

(Signature of Developer’s Engineer)

Joseph Antonioli, PE 12/11/24

(Printed Name and Date)

The approval of this Certificate of Initial Acceptance by the City Council and the receipt and acceptance of the one-year maintenance bond is evidenced by:

Janice Smith

December 13, 2024

(Signature of Director of Community Development)

(Printed Name and Effective Date)



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

ENGINEER'S OPINION OF PROBABLE COST
PUBLIC IMPROVEMENTS

PROJECT: **ROSE CENTER LOCKPORT LOT 1A**
PANDA EXPRESS
LOCATION: LOCKPORT, IL
PROJECT NO.: 5225.03-M
CLIENT: **Newground**

DATE PREPARED: 1/30/2023
LAST REVISED: 3/7/2023

(HAND WRITTEN INITIALS)

PREPARED BY: AF
CHECKED BY: JA

GROUP MANAGER: *Jan W...*

CONSULTING ENGINEERS * SITE DEVELOPMENT ENGINEERS * LAND SURVEYORS

**Engineer's Opinion of Probable Construction Cost for
ROSE CENTER LOCKPORT - LOT 1A PANDA EXPRESS
PUBLIC IMPROVEMENTS**

<u>ITEM</u>		<u>QNTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>B. Drainage Improvements</u>					
1. INLET	24" DIA.	1	EACH	\$950.00	\$950
2. CATCH BASIN	24" DIA.	1	EACH	\$1,200.00	\$1,200
3. CATCH BASIN	48" DIA.	3	EACH	\$1,500.00	\$4,500
4. STORM SEWER, PVC	6"	52	L.F.	\$15.00	\$780
5. PVC CLEANOUTS	6"	2	EACH	\$100.00	\$200
6. STORM SEWER	12"	196	L.F.	\$21.00	\$4,116
7. TRENCH BACKFILL		248	L.F.	\$25.00	\$6,200
B. Drainage Improvements				Sub-Total =	\$17,946
<u>E. Soil Erosion Sediment Control</u>					
1. SILT FENCE		648	L.F.	\$2.50	\$1,620
2. STABILIZED ENTRANCE		1	EACH	\$2,500.00	\$2,500
3. CATCH ALL		5	EACH	\$200.00	\$1,000
4. PERMANENT SEEDING & TOPSOIL PLACEMENT		1,200	S.Y.	\$1.25	\$1,500
E. Soil Erosion Sediment Control				Sub-Total =	\$6,620
				SUB-TOTAL	\$24,566
				15% CONTINGENCY =	\$3,685
				TOTAL =	\$28,251

NOTES:

1. This estimate is prepared based on "STIE IMPROVEMENT PLANS FOR ROSE CENTER LOCKPORT LOT 1A - PANDA EXPRESS" Dated 1/30/2023; Revised 3/7/23

2. This estimate is prepared as a guide only. SPACECO makes no warranty that actual costs will not vary from the amounts indicated, and assumes no liability for such variance.

3. This estimate DOES NOT include:

- PERMIT FEES
- LANDSCAPING
- REVIEW FEES

4. This estimate DOES NOT include:

- Maintenance costs for:
- BUILDING PADS
- EROSION CONTROL
- CONSTRUCTION ROADS

RECEIVED
 JUL 25 2023

City of Lockport

222 E. 9th Street • Lockport, Illinois
BUILDING DEPARTMENT FEES

#35839 PZC 2023-003

✓# 1708031

BY:

To: PANDA RESTAURANT GROUP, INC.
1683 Walnut Grove Ave.
Rosemead, CA 91770-3711

Panda Express
 Final Development
 w/ SUP

All Fees Must Be Paid Prior To Issuance Of Permit

C/R CODE	QUANTITY	DESCRIPTION	UNIT COST	TOTAL
TF1		Water/Sewer Tap ON		
MET		Water/Sprinkler Meter		
BRF		Reinspection		
AN 1-2-3-4		Annexation Fee		
BLG		Building Permit		
TW		Temporary Water		
GRA		Grading		
B 8-1-2		Bonds (Final Grade/Survey, Landscape, Trees)		
B 6-7-3		Bonds (Driveway, Public Walk, Street)		
RIF		Road Impact Fee		
APP		Application Fee (Zoning, Special Use, Review Fee)		
SRF		Staff/Plan Review Fee		
EIF		Engineering Review		
EIP	1	Engineering Inspection	D222	\$6,335.42

OTHER

TOTAL:

\$6,335.42

CITY OF LOCKPORT
 222 E. 9TH ST
 LOCKPORT, IL 60441

CITY OF LOCKPORT
 222 E. 9TH ST
 LOCKPORT, IL 60441

Received From: PANDA RESTAURANT GROUP
 Date: 07/25/2023 Time: 10:41:29 AM
 Receipt: 178396
 Cashier: tbatusich

Received From: PANDA RESTAURANT GROUP
 Date: 07/25/2023 Time: 10:39:35 AM
 Receipt: 178395
 Cashier: tbatusich

ITEM REFERENCE	AMOUNT
ESCROW ESCROW CASH	\$31,076.10
ESCROW CASH	
TOTAL	\$31,076.10
CHECK 1708030	\$31,076.10
Total Tendered:	\$31,076.10
Change:	\$0.00

PZC 2023-003 PANDA EXPRESS
 FINAL DEVELOPMENT W/SUP

ITEM REFERENCE	AMOUNT
EIP ENGINEERING INSPECTION FEES	\$6,335.42
ENGINEERING INSPECTION FEES	
TOTAL	\$6,335.42
CHECK 1708031	\$6,335.42
Total Tendered:	\$6,335.42
Change:	\$0.00



Committee of the Whole

Agenda Memorandum

Item # CD-2

To: Mayor & City Council

From: Dan Watson, Development Engineer

Subject: Release of Bond and Initial Acceptance of Site Improvements for Gas N Wash

Date: Wednesday, January 15, 2025

BACKGROUND/HISTORY

On September 29, 2023 a bond was established for the Gas N Wash in the amount of \$442,595.50. All improvements have been completed, inspected and approved by the City of Lockport Community and Economic Development Department. This bond release will be contingent on the City receiving the 12-month maintenance guarantee from the owner for 10% of the original amount of the bond.

PROS/CONS/ALTERNATIVES

N/A

RECOMMENDATION

Approve Resolution No. 25-008 to release the bond for the Gas N Wash site, contingent on the City receiving the 12-month maintenance guarantee from the developer for 10% of the original amount of the bond.

ATTACHMENTS

[Resolution No. 25-008 Release of Bond and Initial Acceptance of Site Improvements for Gas N Wash](#)

[Gas N Wash Recommendation of Initial Acceptance and Bond Release - 20241220](#)

[Executed Certificate of Initial Acceptance on behalf of Gas N Wash](#)

[Performance Bond No. 30200022 dated 20230929](#)

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

RESOLUTION NO. 25-008

A RESOLUTION FOR RELEASE OF BOND AND INITIAL ACCEPTANCE OF SITE IMPROVEMENTS FOR GAS N WASH

WHEREAS, the Owner of Gas N Wash posted Bond No. 30200022 on September 29, 2023 in the amount of \$442,595.50 for site improvements; and

WHEREAS, all improvements have been completed, inspected and approved by the City of Lockport Community and Economic Development Department, therefore the project is ready for close-out; and

WHEREAS, release of the Bond will be contingent upon receipt of a one year maintenance bond of 10% of the original Performance Bond amount;

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Lockport, Will County, Illinois, as follows:

SECTION 1: The Mayor and the City Council hereby authorize the release of Bond No. 30200022 in the amount of \$422,595.50.

SECTION TWO: This Resolution shall become effective immediately upon passage and approval.

PASSED this _____ day of _____, 2024, with

_____ **ALDERMEN voting aye** _____ **ALDERMEN abstaining**

_____ **ALDERMEN voting nay** _____ **ALDERMEN absent**

The MAYOR voting aye _____, voting nay _____, not voting _____

_____ **SABAN** _____ **MCDONALD** _____ **BERGBOWER** _____ **GILLOGLY**

_____ **PUGH** _____ **KING** _____ **DESKIN** _____ **BARTELTSEN**

____MAYOR

Steven Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk

DATE: December 20, 2024

SUBJECT: Gas N Wash Initial Acceptance and Bond Release Recommendation

Chamlin Engineering has reviewed the request for Initial Acceptance of site improvements and bond release for Gas N Wash on behalf of the City of Lockport and recommend approval of both.

The developer has addressed inspection punchlist items (except for landscaping as noted above) for this development and has submitted as-built record drawings that have been approved. Additionally, the developer has submitted a signed copy of a Certificate of Initial Acceptance to the City of Lockport in accordance with City of Lockport Development Code Section 153.40.050 . This form is attached.

The City Council's formal approval of the bond release and Initial Acceptance of site improvements is contingent on the City receiving 12-month maintenance guarantees from the developer for 10% the original amount of the bond. Formal City Council approval followed by the City receipt and acceptance of the maintenance guarantee shall mark the beginning of a 12-month guarantee period covering the workmanship and materials incorporated into the required improvements. Final Acceptance procedures will be according to Section 153.40.060.

This and all previous reviews did not include field verification of elevations, grades, and/or topography as shown on the plan, and we disclaim responsibility for any errors or omissions. This review is for general conformance to the City of Lockport Development Code, Zoning Ordinance, and other applicable guidelines. Review and approval of the plans does not relieve the developer from adhering to all City of Lockport requirements. Any additional measures required as a result of actual field conditions shall be at the discretion of the City of Lockport.

Peru Office

4152 Progress Boulevard • Peru, IL 61354
Phone 815.223.3344 • Fax 815.223.3348
peru@chamlin.com

Ottawa Office

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Phone 815.434.7225 • Fax 815.434.2831
ottawa@chamlin.com

Mendota Office

903 Main Street • Mendota, IL 61342
Phone 815.539.8137 • Fax 815.224.8575
mendota@chamlin.com

LOCKPORT



Mayor
Steven Streit

City Clerk
Kathleen Gentile

Administrator
Ben Benson

City of Lockport
222 E. 9th Street | Lockport, IL 60441

Alderman

Pat Sheehan – 1st Ward
Jonathan Pugh – 1st Ward
JR Gillogly – 2nd Ward
Patrick McDonald – 2nd Ward
Christina Bergbower – 3rd Ward
Darren Deskin – 3rd Ward
Renee Saban – 4th Ward
Joanne Bartelsen – 4th Ward

CERTIFICATE OF INITIAL ACCEPTANCE

This Certificate of Initial Acceptance is being submitted on behalf of:

Gas N Wash

(Property Owner/Developer)

in accordance with City of Lockport Development Code Section 153.40.050 to certify completion of the site improvements associated with:

Gas N Wash Lockport at the SW corner of Gougar Rd and 143rd Street

(Name of Development)

Once received by the City of Lockport, this Certificate of Initial Acceptance must be approved by the City Council, thereupon formally accepting said improvements as complete, subject to the terms of the maintenance guarantee in according to Section 153.40.050. The formal approval and acceptance of this Certificate of Initial Acceptance followed by City acceptance of the one-year maintenance bond shall mark the beginning of a 12-month guarantee period covering the workmanship and materials incorporated into the required improvements. Final Acceptance procedures will be according to Section 153.40.060 of the City of Lockport Development Code.

The undersigned certify that the subject improvements have been completed in conformance with the plans and the City of Lockport Development Code:



(Signature of Property Owner/Developer)

Leonard McEnery 12/16/2024

(Printed Name and Date)



(Signature of Developer's Engineer)

BRIAN P. HERTZ 12/16/2024

(Printed Name and Date)

The approval of this Certificate of Initial Acceptance by the City Council and the receipt and acceptance of the one-year maintenance bond is evidenced by:



(Signature of Director of Community Development)

Lance Thies, 12/30/2024

(Printed Name and Effective Date)

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

That we R. Carlson & Sons, Inc., as Principal, and Western Surety Company, a corporation organized under the laws of the State of SD, and authorized to execute bonds and undertakings as sole Surety by the laws of the State of IL, as Surety, are held and firmly bound unto City of Lockport, hereinafter called City, in the sum of Four Hundred Forty Two Thousand Five Hundred Ninety Five Dollars and 50/100 Dollars, (\$ 442,595.50), for the payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

The Principal has been issued Permit No. _____ by the City for doing work generally described as follows:

Gas N Wash-Lockport Southwest Corner of 143rd Street & Gougar Rd, Lockport, IL a true and correct copy of which permit is presently on file in the office of the City, which permit is hereby referred to and made a part hereof.

NOW, THEREFORE, if the Principal shall well and truly perform the obligations agreed to be performed under said permit and guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one year following completion of the work then this obligation shall be void, otherwise to remain in full force and effect.

No change, extension, addition or alteration of any provision of said permit or in any plans and specification referred to therein, and no forbearance on the part of the City shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given.

Signed, sealed and dated this 29th day of September, 2023.

R. Carlson & Sons, Inc. _____

By Willie Siegel Jr. _____ Principal

Western Surety Company _____

By Kristen Schmidt _____ Surety

Kristen Schmidt Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kristen Schmidt , Individually

of Orland Park, IL its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30200022
Principal: R. Carlson & Sons, Inc.
Obligee: City of Lockport

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2023.

WESTERN SURETY COMPANY

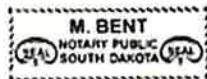


Larry Kasten
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of September, 2023.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”



Committee of the Whole

Agenda Memorandum

Item # CD-3

To: Mayor & City Council

From: Dan Watson, Development Engineer

Subject: Release of Bond and Initial Acceptance of Site Improvements for Rose Center

Date: Wednesday, January 15, 2025

BACKGROUND/HISTORY

On May 22, 2023, a bond was established for the Rose Center project in the amount of \$602,949.90. All improvements have been completed, inspected and approved by the City of Lockport Community and Economic Development Department. This bond release will be contingent on the City receiving the 12-month maintenance guarantee from the owner for 10% of the original amount of the bond.

PROS/CONS/ALTERNATIVES

N/A

RECOMMENDATION

Approve Resolution No. 25-009 to release the bond for the Rose Center site, contingent on the City receiving the 12-month maintenance guarantee from the developer for 10% of the original amount of the bond.

ATTACHMENTS

[Resolution No. 25-009 Release of Bond and Initial Acceptance of Site Improvements for Rose Center](#)

[Rose Center Recommendation of Initial Acceptance and Bond Release 20241223](#)

[Executed Certificate of Initial Acceptance for Rose Center](#)

[LOC No. STB23200040 exp. 20230524](#)

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

RESOLUTION NO. 25-009

A RESOLUTION FOR RELEASE OF BOND AND INITIAL ACCEPTANCE OF SITE IMPROVEMENTS FOR ROSE CENTER

WHEREAS, the Owner of Rose Center posted Bond No. STB23200040 on May 22, 2023 in the amount of \$602,949.90 for site improvements; and

WHEREAS, all improvements have been completed, inspected and approved by the City of Lockport Community and Economic Development Department, therefore the project is ready for close-out; and

WHEREAS, release of the Bond will be contingent upon receipt of a one year maintenance bond of 10% of the original Performance Bond amount;

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Lockport, Will County, Illinois, as follows:

SECTION 1: The Mayor and the City Council hereby authorize the release of Bond No. STB23200040 in the amount of \$602,949.90.

SECTION TWO: This Resolution shall become effective immediately upon passage and approval.

PASSED this _____ day of _____, 2024, with

_____ **ALDERMEN voting aye** _____ **ALDERMEN abstaining**

_____ **ALDERMEN voting nay** _____ **ALDERMEN absent**

The MAYOR voting aye _____, voting nay _____, not voting _____

_____ **SABAN** _____ **MCDONALD** _____ **BERGBOWER** _____ **GILLOGLY**

_____ **PUGH** _____ **VACANT** _____ **DESKIN** _____ **BARTELSEN**

____MAYOR

Steven Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk

DATE: December 23, 2024

SUBJECT: Rose Center Initial Acceptance and Bond Release Recommendation

Chamlin Engineering has reviewed the request for Initial Acceptance of site improvements and bond release for Rose Center on behalf of the City of Lockport and recommend approval of both.

The developer has addressed inspection punchlist items (except for landscaping as noted above) for this development and has submitted as-built record drawings that have been approved. Additionally, the developer has submitted a signed copy of a Certificate of Initial Acceptance to the City of Lockport in accordance with City of Lockport Development Code Section 153.40.050 . This form is attached.

The City Council's formal approval of the bond release and Initial Acceptance of site improvements is contingent on the City receiving 12-month maintenance guarantees from the developer for 10% the original amount of the bond. Formal City Council approval followed by the City receipt and acceptance of the maintenance guarantee shall mark the beginning of a 12-month guarantee period covering the workmanship and materials incorporated into the required improvements. Final Acceptance procedures will be according to Section 153.40.060.

This and all previous reviews did not include field verification of elevations, grades, and/or topography as shown on the plan, and we disclaim responsibility for any errors or omissions. This review is for general conformance to the City of Lockport Development Code, Zoning Ordinance, and other applicable guidelines. Review and approval of the plans does not relieve the developer from adhering to all City of Lockport requirements. Any additional measures required as a result of actual field conditions shall be at the discretion of the City of Lockport.

Peru Office

4152 Progress Boulevard • Peru, IL 61354
Phone 815.223.3344 • Fax 815.223.3348
peru@chamlin.com

Ottawa Office

218 West Lafayette Street • Ottawa, IL 61350
Phone 815.434.7225 • Fax 815.434.2831
ottawa@chamlin.com

Mendota Office

903 Main Street • Mendota, IL 61342
Phone 815.539.8137 • Fax 815.224.8575
mendota@chamlin.com

LOCKPORT



Alderman

Pat Sheehan – 1st Ward

Jonathan Pugh – 1st Ward

JR Gillogly – 2nd Ward

Patrick McDonald – 2nd Ward

Christina Bergbower – 3rd Ward

Darren Deskin – 3rd Ward

Renee Saban – 4th Ward

Joanne Bartelsen – 4th Ward

Mayor

Steven Streit

City Clerk

Kathleen Gentile

Administrator

Ben Benson

City of Lockport

222 E. 9th Street | Lockport, IL 60441

CERTIFICATE OF INITIAL ACCEPTANCE

This Certificate of Initial Acceptance is being submitted on behalf of:

~~LFI Real Estate~~

Shelby LLC

(Property Owner/Developer)

in accordance with City of Lockport Development Code Section 153.40.050 to certify completion of the site improvements associated with:

Rose Center Resubdivision

(Name of Development)

Once received by the City of Lockport, this Certificate of Initial Acceptance must be approved by the City Council, thereupon formally accepting said improvements as complete, subject to the terms of the maintenance guarantee in according to Section 153.40.050. The formal approval and acceptance of this Certificate of Initial Acceptance followed by City acceptance of the one-year maintenance bond shall mark the beginning of a 12-month guarantee period covering the workmanship and materials incorporated into the required improvements. Final Acceptance procedures will be according to Section 153.40.060 of the City of Lockport Development Code.

The undersigned certify that the subject improvements have been completed in conformance with the plans and the City of Lockport Development Code:

[Handwritten Signature]

(Signature of Property Owner/Developer)

David Hene 12/19/2024

(Printed Name and Date)

Joe Antonioli, PE

Digitally signed by Joe Antonioli, PE
DN: C=US, E=jantonioli@spacecoinc.com, O=SPACECO
INC, OU=Engineers, CN=Joe Antonioli, PE
Date: 2024.12.17 14:04:56-0600

(Signature of Developer's Engineer)

Joe Antonioli, PE 12/17/24

(Printed Name and Date)

The approval of this Certificate of Initial Acceptance by the City Council and the receipt and acceptance of the one-year maintenance bond is evidenced by:

[Handwritten Signature]

(Signature of Director of Community Development)

Lance Thies, 12/30/2024

(Printed Name and Effective Date)



ORIGINAL

Global Banking Group
1620 Dodge Street
Omaha, NE 68197-1096
1.888.464.7804
SWIFT: FNBOUS44

IRREVOCABLE LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. STB23200040 AMOUNT: \$602,949.90

EXPIRATION DATE: MAY 22, 2024

DATE OF ISSUE: MAY 22, 2023

FIRST NATIONAL BANK OF OMAHA
ATTN: INTERNATIONAL DEPARTMENT
1620 DODGE STREET, SC 1096
OMAHA, NE 68197-1096

TO: City of Lockport
222 E. 9th Street
Lockport, IL 60441

Attention: Ben Benson, City Administrator

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on FIRST NATIONAL BANK OF OMAHA UP TO AN AGGREGATE AMOUNT OF SIX HUNDRED TWO THOUSAND, NINE HUNDRED FORTY NINE AND 90/100 United States Dollars for an account of SHELBY, LLC (Developer/Owner/Contractor).

Drafts under this Letter of Credit shall bear on their face the words:

“Drawn under Credit No. STB23200040 Dated: MAY 22, 20”

and shall be accompanied by one of the following documents executed by the City Administrator or his or her designee:

1. A written statement that, conditioned on proper notice to the City Administrator, Letter of Credit No. STB23200040 will expire within 35 days or less and that the Developer/Owner/Contractor has failed to deliver to the City Administrator evidence of a renewal of Letter of Credit No. STB23200040; or
2. A written statement that all or any part of the improvements to be constructed pursuant to the Ordinance or Resolution approving a final plat of FARRELL ROAD COMMERCIAL DEVELOPMENT SUBDIVISION planned unit development for certain real property in the City of Lockport has not been constructed in accordance with the City Approvals; or
3. A written statement that all or any part of the costs, payments, permit fees, or other fees required to be paid to the City of Lockport pursuant to the Development has not been paid in accordance with the City Approvals; or
4. A written statement that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to the City Approvals has not been performed in accordance with the City Approvals; or
5. A written statement that the funds remaining in this Letter of Credit are insufficient to pay in full (a) the remaining unpaid cost of all improvements to be performed pursuant to the City



ORIGINAL

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1.888.464.7804
SWIFT: FNBOUS44

Approvals; (b) the costs of demolition or making safe of any buildings and structures identified in the City Approvals that are in violation of any applicable federal, state, county, City of Lockport law, statute, code, ordinance, resolution, rule, or regulation or that are incomplete or abandoned so as to create any hazard to the public health, safety, or welfare; and (c) all unpaid City fees, costs, and expenses incurred or to be incurred, and that, within ten days of demand by the City, the Developer/Owner/Contractor has failed to increase the amount of this Letter of Credit to an amount reasonably determined by the City to be sufficient to pay such unpaid fees, costs, and expenses; or

6. A written statement that the funds remaining in the Guaranty Letter of Credit that the Developer/Owner/Contractor is required to deposit with the City pursuant to the City Approvals are not reasonably sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the improvements to be performed pursuant to the City Approvals and all related unpaid City fees, costs, and expenses incurred or to be incurred and that, within ten days of demand by the City, the Developer/Owner/Contractor has failed to increase the amount of the Guaranty Letter of Credit to an amount reasonably determined by the City to be sufficient to pay such unpaid fees, costs, and expenses; or

7. A written statement that the City has demanded, and the Developer/Owner/Contractor has failed to provide, a replacement to this Letter of Credit as required pursuant to the City Approvals; or

8. A written statement that all or any portion of the Developer/Owner/Contractor's undertakings pursuant to the City Approvals has not been performed in accordance with the City Approvals.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS LETTER OF CREDIT, THIS LETTER OF CREDIT IS SUBJECT TO LAWS OF THE STATE OF ILLINOIS, INCLUDING THE UNIFORM COMMERCIAL CODE, THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS 2007 REVISION, AND INTERNATIONAL CHAMBER OF COMMERCE BROCHURE NO. 600" (UNIFORM RULES). IN THE EVENT OF A CONFLICT BETWEEN THIS LETTER OF CREDIT AND THE UNIFORM RULES, THIS LETTER OF CREDIT SHALL CONTROL.

WE HEREBY AGREE with the drawers of drafts under and in compliance with the terms of this Letter of Credit as follows:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to the drawees if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date.

2. The amount of any draft drawn under this Letter of Credit must be endorsed on the reverse hereof by our bank.

3. If, within three business days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor it, we agree to pay all attorneys' fees, court costs, and other expenses incurred by the City of Lockport in enforcing the terms hereof.



ORIGINAL

Global Banking Group
1620 Dodge Street
Omaha, NE 68197-1096
1.888.464.7804
SWIFT: FNBOUS44

4. This Letter of Credit shall expire on MAY 22, 2024, as stated hereinabove provided, however, that we shall notify the City Administrator by certified mail, return receipt requested, at least 35 days but not more than 90 days prior to the expiration date, that this Letter of Credit is about to expire.

5. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.

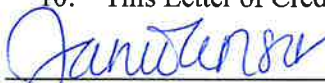
6. No consent, acknowledgment, or approval of any kind from the Developer/Owner/Contractor shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

7. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the City Administrator or his or her designee stating that such aggregate amount shall be reduced in an amount permitted by the City's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the City Approvals.

8. This Letter of Credit shall not be canceled without the prior written consent of the City of Lockport.

9. If at any time this Letter of Credit will expire within 35 days or less, if it has not been renewed, and if any obligation of the Developer/Owner/Contractor for which it is security remains uncompleted or unsatisfactory, then the City may, without notice and without being required to take any further action of any nature whatsoever, call and draw down this Letter of Credit and thereafter either hold all proceeds as security for the satisfactory completion of all obligations or employ the proceeds to complete all obligations and to reimburse the City for any and all costs and expenses, including reasonable legal fees and administrative costs, incurred by the City, as the City shall determine.

10. This Letter of Credit is irrevocable.



[signature of bank officer]



[officer's title]



[signature of bank officer]



[officer's title]



Committee of the Whole

Agenda Memorandum

Item # PW-1

To: Mayor & City Council

From: Brian Lovering, Director of Public Works & Engineering

Subject: Task Order for Water Model and Master Plan from Baxter & Woodman, Inc. for \$174,400.00

Date: Wednesday, January 15, 2025

BACKGROUND/HISTORY

The City has engaged Baxter & Woodman, Inc. for a Professional Service contract to develop a Hydraulic Water Model of the existing water system. This project aims to identify system deficiencies, provide long-term recommendations, and evaluate operational “what-if” scenarios. The project will involve reviewing existing system information, evaluating water usage trends, and preparing a hydraulic water model. The model will be used to assess system performance, develop recommendations to address system deficiencies, create a 5–10-year capital improvement plan, and assist in future development needs and requirements. A final report will be delivered to the City summarizing the model results, recommendations, cost estimates, and exhibits from the water model analysis.

Baxter & Woodman, Inc. has submitted a Professional Engineering Service contract with a total not-to-exceed fee of \$174,400.00.

PROS/CONS/ALTERNATIVES

N/A

RECOMMENDATION

Approve Resolution No. 25-003 to accept task order for the Water Model and Master Plan from Baxter & Woodman, Inc. in the amount of \$174,400.00.

ATTACHMENTS

[Resolution No. 25-003 Accept task order for the Water Model and Master Plan from Baxter & Woodman, Inc. in the amount of \\$174,400.00](#)

[B&W Water Model & Master Plan Task Order](#)

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

RESOLUTION NO. 25-003

A RESOLUTION TO ACCEPT TASK ORDER FOR THE WATER MODEL AND MASTER PLAN FROM BAXTER & WOODMAN, INC. IN THE AMOUNT OF \$174,400.00

WHEREAS, the City of Lockport has determined a need for assistance in developing an OpenFlows WaterGEMs hydraulic water model; and

WHEREAS, Baxter & Woodman, Inc. has provided a task order in the amount of \$174,000.00 for the Water Model and Master Plan;

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Lockport, Will County, Illinois, as follows:

SECTION 1: The City Administrator and staff are authorized to accept the task order from Baxter & Woodman, Inc. for the Water Model and Master Plan in the amount of \$174,000.00.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this _____ day of _____, 2025, with:

_____ **ALDERMEN voting aye** _____ **ALDERMEN abstaining**

_____ **ALDERMEN voting nay** _____ **ALDERMEN absent**

The **MAYOR** voting aye _____, voting nay _____, not voting _____

_____ **SABAN** _____ **GILLOGLY** _____ **BERGBOWER** _____ **MCDONALD**

_____ **PUGH** _____ **KING** _____ **DESKIN** _____ **BARTELSEN**

_____ **MAYOR**

Steven Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk

**CITY OF LOCKPORT, ILLINOIS
WATER DISTRIBUTION SYSTEM MODEL AND MASTER PLAN
TASK ORDER 24-013**

Engineer's Project No. 2401910.00

Project Description:

The Project includes preparation of an OpenFlows WaterGEMS hydraulic water model to identify system deficiencies, make long-term recommendations, and evaluate operational "what-if" scenarios. The project will include reviewing existing system information, evaluating water usage trends, updating water system GIS data, and preparing and calibrating a hydraulic water model. The model will be used to evaluate system performance and develop recommendations to address system deficiencies, including a 5–10-year capital improvement plan. A final report will be delivered to the City summarizing the model results, recommendations, cost estimates, and exhibits from the water model analysis.

Engineering Services:

A detailed scope of services for this project is listed in Attachment A of this Task Order.

Compensation:

Compensation for the services to be provided under this Task Order will be in accordance with the Terms and Conditions of the Master Agreement dated November 15, 2023, with the City of Lockport, and Attachment A to this Task Order. The Engineer's fee will be lump sum, not to exceed **\$174,400**.

Submitted by: Baxter & Woodman, Inc	Approved by: City of Lockport
By: 	By: _____
Title: Executive Vice President	Title: Director of Public Works
Date: <u>December 19, 2024</u>	Date: _____

Additional Comments and Conditions: None

Scope of Services

1. PROJECT COORDINATION AND DATA COLLECTION

1.1. PROJECT MANAGEMENT

- A. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.
- B. Coordinate with Owner and project team to ensure the goals of the project are achieved.
- C. Prepare and submit monthly invoices and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

1.2. PROJECT MEETINGS

- A. The following meetings are anticipated for this project:
 - 1. A Project Workshop meeting with Owner staff and the Project team will be held for the Water Distribution Model Update project. The purposes of the meeting are to establish clear lines of communication and establish the Owner's detailed needs, objectives, and goals for the Project. The meeting will also be utilized to obtain information, plans, atlases, and other data to be supplied by the Owner, and set schedules and guidelines for future meetings.
 - 2. Conduct up to four (4) status review meetings with Owner staff at times during the Project to clarify system layout and operations questions, model results, and distribution system recommendations.
 - 3. Present the study results at one Board meeting.

2. ENGINEERING ANALYSIS

2.1. EXISTING SYSTEM REVIEW

- A. Owner to provide:
 - 1. Existing water system GIS.
 - 2. Water distribution system maps, plans, and as-builts, including any recent changes and improvements, with pipe diameters, ages, and typical materials.
 - 3. Engineering reports previously completed on the water system.
 - 4. Water pumping records.
 - 5. Water consumption records from individual service accounts, in Excel or another acceptable electronic format.
 - 6. Descriptions of existing storage facilities.
 - 7. Description of standard operating procedures for the water system, including setpoints.
 - 8. Water main break records, in Excel or another acceptable electronic format.

-
9. List of known problem areas (low pressure, high pressure, poor water quality, low fire flow, etc.).
 10. Existing capital improvement plan and planned projects.
- 2.2. GIS DATA ADJUSTMENTS:
- A. The existing pipe segmentation within the GIS will be reviewed and revised as necessary to conform to conventions used within the modeling software.
 - B. Data will be reviewed for connectivity and cohesiveness to simplify integration with WaterGEMS® software.
 - C. Unique Structure IDs will be created to develop an identification system. This will establish a link with the WaterGEMS® model, allowing model results to be incorporated within the GIS.
 - D. Missing data necessary for model construction will be identified. Atlases of applicable areas will be provided for markup by Owner staff. Markup data will be incorporated in the GIS prior to WaterGEMS® model construction.
 - E. At the completion of the modeling project, WaterGEMS® network model data will be exported back into the existing GIS. This one-to-one relationship will allow any alterations that have been made to the water network within the modeling software to be maintained and incorporated into the existing geodatabase. This strategy will allow WaterGEMS® model output to be incorporated within the GIS data for Owner use and permits future updates to be migrated into and out of the geodatabase utilized by WaterGEMS®.
 - F. Provide a digital copy of the revised ArcGIS dataset in a format as specified by Owner staff.
 - G. Spatially allocate water demands using the Owner-provided billing data for individual service accounts using total consumption data and physical meter address.
- 2.3. MODEL PREPARATION:
- A. Prepare a water model in OpenFlows WaterGEMS for the Owner's water system using existing atlas and GIS information. Work directly with Owner's staff to concur on design information, including control elevations, system pressures, and system constraints. Confirm with Owner's staff the resulting system in the modeling software accurately represents the actual distribution system.

-
- B. Perform “distribution stress tests” by flowing fire hydrants in specific areas to determine the existing pipe roughness (“C” Coefficient) and assist in the model calibration. The fire hydrant flow tests involve measuring flows from selected fire hydrants throughout the water system. Conduct an estimated 10 to 15 fire hydrants tests with the Owner's assistance. The Owner will provide two people for the fire hydrant testing. The Owner will issue notifications to police, fire agencies and the public, as necessary.
- C. Calibrate the model by using fire hydrant test and adjust the model until the field and model data match within certain limits. Target accuracy will be 1 psi (+/-) during average static conditions and 5 psi (+/-) during high flow testing. In the event attempts to calibrate the model reveal unexpected and unknown field conditions, it may be necessary to make a field investigation into why the model will not calibrate, e.g., locate closed valves in the system, and conduct additional flow tests. This additional work will be performed on a “Cost-Plus” basis in addition to the original Engineering Fee.
- 2.4. STEADY STATE DISTRIBUTION SYSTEM ANALYSIS: The following is a list of recommended scenarios that will provide the information most critical to the current needs. Scenarios will be evaluated under varying demand conditions, including Average Day Demand, Maximum Day Demand, and Peak Hour Demand.
- A. Pressure Characteristics throughout the System: Pressures will be determined at each node in the model. Low pressures during peak demand may be caused by excessive head loss in the supply mains or high ground elevation. A determination of unacceptable variations in service pressure will be completed
- B. Areas of excessive head loss or high velocities: Pipes with excessive head loss or high velocities may require replacement of pipes or paralleling with larger diameter pipes. Excessive head loss under maximum day conditions may indicate that additional looping or water main upsizing is required.
- C. Areas with inadequate fire flows: Utilizing the fire flow analysis portion of the software, fire hydrants will be simulated and the available fire flow capacity of each will be estimated. Test how the system reacts to simulations of fire flows at all fire hydrants in the system at maximum day demand. The results produced by the model will provide the Owner with the predicted fire flows and the location and pressure of the lowest pressure nodes in the model for each hydrant. These results will be compared against ISO requirements. Particular attention will be paid to areas of critical need, such as schools, commercial and business zones, and dense residential areas.
- D. Evaluate Water Storage Capacity: Engineering and model data will be used to evaluate the total volume of storage currently available in the distribution system and compare this to current and future maximum day and peak hourly water demands. Provide recommendations for future water system storage, if necessary.

-
- E. Evaluate Pumping Facilities: Use the water model to evaluate the operations of the existing pumping facilities and compare this to current and future maximum day and peak hourly water demands. Provide recommendations for future pumping needs, if necessary.
- F. Well Review and Evaluation: Review well age and maintenance records to evaluate remaining useful life and conduct site visits. Develop rehabilitation schedules for each well.
- G. Water Main Break Analysis: Use the water model and the Owner’s historical main break data to prepare a water main break analysis and recommended priority ranking for water main replacement.
1. Analyze Water Main Break Data – The City has compiled break data in GIS. Each main break will be located and identified with a pipe. The break data is entered into the water main rank spreadsheet and used to generate the water main replacement rank.
 2. Generate Water Main Rank – Develop a water main replacement rank for each pipe that has a history of main breaks based on water main break data, remaining pipe life, and water model data such as pipe velocities and friction losses.
 3. Create Water Main Replacement Rank Map – Import the results from the water main rank spreadsheet into the GIS to generate a graphical representation of the water main rank.
- H. Recommendations: Develop recommendations to address system deficiencies. Prepare estimates of probably construction costs and prioritized list of recommendations for 5-10 year capital plan.
- I. Existing and Impending Regulations: Review current regulatory requirements and proposed regulatory requirements for polyfluoroalkyl substances (PFAS) and lead services. Examine how these requirements impact the Owner.
- 2.5. EXTENDED PERIOD SIMULATION: The scope of this task requires detailed operational information, including operations between pressure zones. Currently, the Owner does not have the instrumentation in place to monitor PRV statuses at six of the seven PRV locations. Under a separate contract, the Owner proposes to install additional instrumentation at six locations. The scope of this task assumes that PRV status information will be provided by the Owner at the time of the work.
- A. Develop an “extended period” simulation (EPS) model that will be used to identify problem areas in the existing system during a variety of flow conditions. Enter hourly demands, pump curves, estimated starting water ages within the tanks and reservoirs, and tower control levels into the model to simulate actual system operation. Validate the EPS model using SCADA data. The EPS model will be used to evaluate the adequacy of the elevated tank, water mains, pumps, valves, operations between pressure zones, and connection points over a 96-hour period.

B. Review the impact of storage on water turnover in the distribution system. The Owner anticipates the need for a new elevated water storage tank. Use the water model to evaluate the impact of additional storage on the distribution system. This work does not include planning, siting, or design of the new tank.

2.6. RECOMMENDATIONS AND REPORT:

A. Prepare water system exhibits showing pressure and available fire flows for average day and maximum day water demands; areas with inadequate fire flows; available fire flows with recommended improvements; water age; and existing and impending regulations. Confirm with Owner's staff the exhibits accurately represent water system.

B. Prepare a draft report summarizing the results of the analysis, evaluation of alternatives, opinions of probable cost estimates, recommendations, and prioritized list of selected alternatives and submit to Owner staff for review. Meet with the Owner to solicit comments from Owner staff regarding the draft report and incorporate their feedback into the final report. The draft report will include exhibits and recommendations for water system capital improvements planning. Opinions of probable construction cost estimates will be included for the recommended improvements.

P:\LCKPT\2401910-Water Model and Master Plan\Contract\Work\Task Order No. 24-013.docx



Committee of the Whole

Agenda Memorandum

Item # PW-2

To: Mayor & City Council

From: Brian Lovering, Director of Public Works & Engineering

Subject: Task Order for Bonnie Brae Facility Plan from Baxter & Woodman, Inc. for a Total Amount of \$199,966.00

Date: Wednesday, January 15, 2025

BACKGROUND/HISTORY

The City has engaged Baxter & Woodman, Inc. for a Professional Service contract to prepare a Facility Plan Report. This project will build upon the previously completed Phase 1 & 2 Wastewater Treatment Plant Regionalization studies to evaluate the existing Bonnie Brae Wastewater Treatment Plant (WWTP) and assess the feasibility of preferred alternatives to regionalize the Bonnie Brae WWTP with the City's Division Street WWTP via lift station and force main. The final report will be submitted to the Illinois Environmental Protection Agency (IEPA) to make the project eligible for IEPA Wastewater Pollution Control Loan Program (WPCLP) funding.

Baxter & Woodman, Inc. has submitted a Professional Engineering Service contract with a total not-to-exceed fee of \$199,966.00.

PROS/CONS/ALTERNATIVES

N/A

RECOMMENDATION

Approve Resolution No. 25-004 to accept the task order for the Bonnie Brae Facility Plan from Baxter & Woodman, Inc., with a total amount of \$199,966.00.

ATTACHMENTS

[Resolution No. 25-004 Accept task order for the Bonnie Brae Facility Plan from Baxter & Woodman, Inc. in the amount of \\$199,966.00](#)

[B&W BB Facility Plan Task Order](#)

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

RESOLUTION NO. 25-004

A RESOLUTION TO ACCEPT TASK ORDER FOR THE BONNIE BRAE FACILITY PLAN FROM BAXTER & WOODMAN, INC. IN THE AMOUNT OF \$199,966.00

WHEREAS, the City of Lockport has determined a need for assistance in developing a report that will build upon the previously completed Phase 1 & 2 Wastewater Treatment Plant Regionalization studies to evaluate the existing Bonnie Brae Wastewater Treatment Plant (WWTP) and assess the feasibility of preferred alternatives to regionalize the Bonnie Brae WWTP with the City's Division Street WWTP via lift station and force main.; and

WHEREAS, Baxter & Woodman, Inc. has provided a task order in the amount of \$199,966.00 for the Bonnie Brae Facility Plan;

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Lockport, Will County, Illinois, as follows:

SECTION 1: The City Administrator and staff are authorized to accept the task order from Baxter & Woodman, Inc. for the Bonnie Brae Facility Plan in the amount of \$199,966.00.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this _____ day of _____, 2025, with:

_____ALDERMEN voting aye _____ALDERMEN abstaining

_____ALDERMEN voting nay _____ALDERMEN absent

The MAYOR voting aye _____, voting nay _____, not voting _____

_____SABAN _____GILLOGLY _____BERGBOWER _____MCDONALD

_____PUGH _____KING _____DESKIN _____BARTELSEN

_____MAYOR

Steven Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk

**CITY OF LOCKPORT, ILLINOIS
BONNIE BRAE WWTP FACILITY PLAN
TASK ORDER 24-012**

Engineer's Project No. 2401978.00

Project Description:

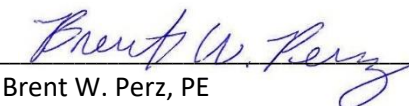
The Project includes preparation of a Facility Plan Report that will evaluate and build upon the previously completed Phase 1 & 2 Wastewater Treatment Plant Regionalization studies to evaluate the existing Bonnie Brae WWTP and feasibility of preferred alternatives to regionalize the Bonnie Brae WWTP with the City's Division Street WWTP via lift station and force main. Final report will be submitted to the Illinois Environmental Protection Agency (IEPA) to make project eligible for IEPA Wastewater Pollution Control Loan Program (WPCLP) funding.

Engineering Services:

A detailed scope of services for this project is listed in Attachment A of this Task Order.

Compensation:

Compensation for the services to be provided under this Task Order will be in accordance with the Terms and Conditions of the Master Agreement dated November 15, 2023, with the City of Lockport, and Attachment A to this Task Order. The Engineer's fee will be lump sum, not to exceed **\$199,966.00**.

Submitted by: Baxter & Woodman, Inc	Approved by: City of Lockport
By: <u></u> Brent W. Perz, PE	By: _____
Title: Vice President	Title: Director of Public Works
Date: <u>December 19, 2024</u>	Date: _____

Additional Comments and Conditions:

Scope of Services

1. PROJECT COORDINATION AND DATA COLLECTION

A. PROJECT MANAGEMENT

- i. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.
- ii. Coordinate with OWNER and project team to ensure the goals of the project are achieved.
- iii. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

B. PROJECT MEETINGS

- i. The following meetings are anticipated for this project:
 1. Meetings with OWNER (7 total)
 - a) Kickoff Meeting
 - b) Concept Review Meeting
 - c) Field Meeting – Drive Force Main Route (2 trips)
 - d) Alternative Analysis Review Meeting
 - e) Draft Report Review Meeting
 - f) Final Report Meeting

C. COLLECT EXISTING DATA

- i. Obtain, review, and evaluate the following information provided by the OWNER for use in design:
 1. Existing Plans of Bonnie Brae and Collection System
 2. Facility Reports for Bonnie Brae and Collection System
 3. Utility Atlases
 4. GIS Shape files surrounding the project limits to Division Street WWTP
 5. Discharge Monitoring Reports (DMRs)
 6. Laboratory Data
 7. Existing Basis of Design
 8. Create lists of missing or conflicting data

D. TOPOGRAPHIC SURVEY

- i. Topographic Survey: Perform topographic survey within the project limits and at 100-foot intervals including driveways, cross culverts, cross streets, and major utility crossings. The limits of the survey will be the entirety of the Bonnie Brae WWTP property extending 100 feet outside of the fence and will travel along selected locations on the

-
- force main route as determined in the initial analysis under this scope. Perform topographic survey of the Project limits of natural and man-made features in order to develop base sheets for Project plan drawings. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.
- ii. Develop base sheets of natural and man-made features from topographic survey data, including creating lists of deficient items for clarification at future site visits.
- E. SITE VISITS FOR DESIGNERS
- i. Conduct site visits to familiarize the designer(s) with the sites, clarify any discrepancies on the Drawings.
 - ii. Walk the proposed improvement routes (two walk/drives planned) with Owner staff to: resolve deficient/questionable items from the topographic survey; identify installation methods; evaluate the condition of existing surfaces and structures and identify areas conducive for contractor staging; and identify parkway features to be protected.
 - iii. Visually examine existing treatment units and equipment as to their general condition and suitability for continued use or modification for reuse.
- F. GEOTECHNICAL INVESTIGATION – Structural Borings: Utilize Testing Services, Inc. to take one 50-foot structural boring at the Bonnie Brae WWTP where new pumping station is anticipated and one to four borings near the feasible force main discharge location (five borings estimated).
- G. WETLAND DELINEATION
- i. Identify Wetlands at the Bonnie Brae WWTP and along the most feasible force main route according to the multi-parameter approach as detailed in the Corps of Engineers Wetlands Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest. This task includes the collection of background data such as National Wetlands Inventory and Wetland Inventory maps, soil survey, topographic maps, and available aerial photographs, to investigate the potential for the existence of wetlands on site. Wetland boundaries are flagged approximately every 50 feet. Flags are recorded with a Trimble R1 GNSS receiver (+/- one foot, which is industry standard); and data points are uploaded into GIS.
 - ii. Prepare a Wetland Delineation Report and Exhibits that summarize the methodology used, site description, and results of survey.
- H. UTILITY LOCATES AND COORDINATION
- i. Complete a Design Stage Request with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area.
 - ii. Obtain names and phone numbers of all utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.

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- iii. Record and maintain documentation of communications with utilities.

2. ENGINEERING ANALYSIS

A. ALTERNATIVES ANALYSIS

- i. Develop design criteria to clearly identify the goal(s) of the proposed improvements.
- ii. Develop up to three pumping station alternatives to address the identified project needs. Concept plans will be prepared for each viable alternative evaluated.
- iii. Investigate up to two possible alternate routes for pipelines to evaluate construction difficulty, easement requirements, disruption to residents and businesses, and permitting difficulties that could be encountered along the prospective routes.
- iv. Determine if the proposed improvements can be designed and constructed using alternate methods or materials to reduce construction, and operation and maintenance costs.
- v. Prepare preliminary cost estimates of the three alternatives.

B. SANITARY SEWER EVALUATION STUDY

- i. Evaluate existing conditions and capacities of the sewers along the force main route and determine if existing sewers can be utilized or must be upsized to accept additional flows.

C. WASTEWATER FACILITIES PLANNING

- i. HISTORY AND DATA REVIEW – Review previously conducted studies, drawings and records provided by the Owner.
- ii. ASSESS EXISTING CONDITIONS
 - 1. Document condition of existing treatment units, equipment, and structures as determined during Site Visit. Determine existing population equivalents (PEs) and wastewater contribution flow and pollutant loads.
 - 2. Review and determine existing facility capacities and evaluate performance limitations.
- iii. ASSESS FUTURE CONDITIONS
 - 1. Obtain planning area and population projections from the Owner to determine population equivalents that will come from areas of development and growth. Determine the wastewater contribution and pollutant loads from development and growth areas. Determine how existing and new wastewater contributions will impact the planned facilities at the Division Street WWTP based on population growth rate from the Owner. Identify probable future Division Street WWTP NPDES permit conditions.
 - 2. Incorporate forecasted effluent limits and treatment process considerations from previously submitted and approved *Division Street Wastewater Treatment Plant*

Facility Plan (Submitted August 2022, Amended June 2024, Approved by IEPA: May 28, 2024.

3. Review the necessary equipment required for conversion of the Bonnie Brae WWTP to a pump station sending flows to the Division Street WWTP. The baseline will consider and include the following:
 - a) Headworks
 - b) System layout
 - c) Generator
- iv. BASIS OF DESIGN – Develop a Basis of Design that takes into account the current conditions and the projected increase in loading using standards and design criteria from the Illinois Recommended Standards for Sewage Works.
- v. HYDRAULIC PROFILE – Develop a hydraulic profile of the WWTP that takes into account the current actual influent flows and hydraulic treatment capacity during wet weather events and the 100-year flood condition. Identify hydraulic pinch-points within the collection system.
- vi. DEVELOP and EVALUATE ALTERNATIVES – Identify possible alternative solutions to provide sufficient capacity to pump the wastewater flows for the next 20 years. Develop a recommended phasing plan based on discussion with Owner staff.
- vii. OPINION OF PROBABLE COST – Prepare engineers' opinion of probable construction cost with contingency per AACE International Recommended Practice No 18R-97. Estimate class and contingency will be determined by the "Maturity Level of Project Definition" for each estimate prepared. The opinion of probable cost will also include design and construction engineering services. Develop a phasing program so that the Owner can apply the costs to their fiscal plan.
- viii. REPORT – Prepare a Facilities Planning Report describing our findings and recommendations in conformance with planning requirements of IEPA's Water Pollution Control Loan Program (WPCLP). The Facility Planning Report contains schematic layouts, conceptual design criteria, Basis of Design, exhibits indicating proposed treatment units, total project cost, and funding and implementation alternatives. Provide softcopy on electronic media of the Facilities Planning Report to the OWNER, for review, comments, and approval. Incorporate final comments in the final Facilities Planning Report.

3. ENVIRONMENTAL COORDINATION AND PERMITTING

A. PERMITS AND AGENCY COORDINATION

- i. Submit the Facility Plan Report to obtain approval from IEPA and USACE.
- ii. Obtain an endangered species consultation from IDNR/ES and U.S. Fish & Wildlife (USFW).
- iii. Obtain a historic preservation consultation from IHPA.

- iv. Submit an EcoCAT information request through the IDNR website to identify potentially impacted natural resources. Should potential impacts be identified, consultation may be required. Providing additional project information and fees as may be required for consultation, are not included in the scope of this project and would be a separate expense to the OWNER if required. Unique design measures to mitigate impacts from the EcoCAT will also be considered additional services.

LOAN

The Project will be partially funded through the Illinois EPA (IEPA or Agency) Water Pollution Control Loan Program (WPCLP). The Engineer will comply with all IEPA requirements for funding through the WPCLP, including but not limited to the following:

a. Audit and Access to Records:

- (1) Books, records, documents and other evidence directly pertinent to performance of WPCLP work under this Agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- (2) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- (3) All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- (4) The final audit report shall include the written comments, if any, of the audited parties.
- (5) Records shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that related to any dispute pursuant to the loan Rules Section 365.650 (Disputes) or litigation or the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

- b. Covenant Against Contingent Fees:** The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or

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- consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- c. **Compliance with Executive Order 12549:** The Engineer certifies, to the best of its knowledge and belief, that it and the principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from coverage by any department or agency;
 - (2) Have not within a three-year period preceding this Agreement have been convicted of or had civil judgement entered against them for commission of fraud or a criminal offense in connection with obtaining, or attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal and/or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification , or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- d. **USEPA Non-Discrimination Clause:** The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The Engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Engineer to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or other legally available remedies.
- e. **USEPA Fair Share Percentage Clause:** The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the WPCLP rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the Engineer acknowledges that the fair share percentages are five (5%) percent for MBEs and twelve (12%) percent for WBEs.
- f. **Miscellaneous:** The ENGINEER shall complete the Engineering Services set forth in Attachment A for the CITY within six hundred and twelve (612) consecutive calendar days from the date the CITY notifies the ENGINEER in writing to proceed with the PROJECT.



Committee of the Whole

Agenda Memorandum

Item # PW-3

To: Mayor & City Council

From: Brian Lovering, Director of Public Works & Engineering

Subject: Proposal for Milne Creek Reach 1 Project and Execution of Section 319 Grant Agreement

Date: Wednesday, January 15, 2025

BACKGROUND/HISTORY

The City has engaged Baxter & Woodman Natural Resources for a Professional Service contract to design and build the Milne Creek Reach 1 Project. This project spans from Lago Vista Park to just south of Division Street. The primary objective is to stabilize the creek banks and enhance water quality within the Maple Lake-Chicago Sanitary and Ship Canal watershed. The project will implement best management practices (BMPs) on Milne Creek, including tree management and removal, rip rap, geofabric stabilization, regrading, gabions, rock aprons, and the introduction of native vegetation within Reach 1.

Baxter & Woodman Natural Resources has submitted a Professional Engineering Service Design-Build contract with a total not-to-exceed fee of \$499,500.00. This contract encompasses the preparation of preliminary plans, acquisition of all required permits, full construction of the project, and a three-year stewardship period to ensure compliance with vegetation and stream performance standards set by the Illinois Environmental Protection Agency (IEPA).

Additionally, the City has been awarded a Section 319 Grant from the Illinois Environmental Protection Agency (IEPA) amounting to \$292,800, leaving the City's match at \$206,700.

PROS/CONS/ALTERNATIVES

N/A

RECOMMENDATION

Approve Resolution No. 25-005 and Resolution No. 25-006 to accept proposal for the Design Build of Milne Creek Reach 1 Project from Baxter & Woodman Natural Resources for a total not-to-exceed fee of \$499,500.00 and to execute a Section 319 Grant between the IEPA and the City of Lockport for a total award amount of \$292,800.

ATTACHMENTS

Resolution No. 25-005 Accept proposal for the Design Build of Milne Creek Reach 1 Project from Baxter & Woodman Natural Resources for a total not-to-exceed fee of \$499,500.00

B&W Natural Resources - Milne Creek Reach 1 Project

Resolution No. 25-006 Approval of a Grant Agreement between the State of Illinois, Environmental Protection Agency (IEPA), and the City of Lockport for Milne Creek

Section 319 Grant #25-0378-3192307 between the IEPA & the City of Lockport

Milne Creek Reach 1 - 20250108

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

RESOLUTION NO. 25-005

A RESOLUTION TO ACCEPT PROPOSAL FOR MILNE CREEK REACH 1 PROJECT FROM BAXTER & WOODMAN NATURAL RESOURCES FOR A TOTAL NOT-TO-EXCEED FEE OF \$499,500.00

WHEREAS, the City of Lockport has determined a need for ecological restoration along Milne Creek Reach 1 Project; and

WHEREAS, Baxter & Woodman Natural Resources has provided a proposal for a total no-to-exceed fee of \$499,500.00;

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Lockport, Will County, Illinois, as follows:

SECTION 1: The City Administrator and staff are authorized to accept the proposal from Baxter & Woodman Natural Resources for the Milne Creek Reach 1 Project for a total not-to-exceed \$499,500.00.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this _____ day of _____, 2025, with:

_____ **ALDERMEN voting aye** _____ **ALDERMEN abstaining**

_____ **ALDERMEN voting nay** _____ **ALDERMEN absent**

The **MAYOR** voting aye _____, voting nay _____, not voting _____

_____ **SABAN** _____ **GILLOGLY** _____ **BERGBOWER** _____ **MCDONALD**

_____ **PUGH** _____ **KING** _____ **DESKIN** _____ **BARTELTSEN**

_____ **MAYOR**

Steven Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk

October 11, 2024

Mr. Brian Lovering, PE
Director of Public Works & Engineering
City of Lockport
17112 S Prime Boulevard
Lockport, IL 60441

Subject: Milne Creek Reach 1 Design-Build Restoration

Dear Mr. Lovering:

Baxter & Woodman Natural Resources is pleased to provide this Proposal to design and construct (design-build) an ecological restoration project along Milne Creek Reach 1 and an approximately two-acre riparian area at the City's Milne Creek property. A detailed summary of our proposed scope of services and fees is as follows:

SCOPE OF SERVICES AND FEES

Baxter & Woodman Natural Resources understands that the City of Lockport has grant approval to undergo restoration to Milne Creek in late summer/fall 2025. The City is requesting a design-build proposal to prepare a preliminary plan set, obtain required permits, construct the project, then steward the site for three years to meet applicable vegetation and stream performance standards.

DESIGN

1. FINAL DESIGN - Prepare Design Documents consisting of Drawings and Specifications detailing the general scope, extent, and character of construction work to be furnished and performed. Drawing preparation will consist of advancing the design of the preliminary plan set to final design.
2. ENVIRONMENTAL COORDINATION AND PERMITTING
 - A. Submit a Notice of Intent and the Stormwater Pollution Prevention Plan to the IEPA for a General NPDES Permit No. ILR10. CLEAN WATER ACT (SECTION 404) PERMIT
 - i. Prepare a Joint Application to the U.S. Army Corps of Engineers (USACE) for work within Waters of the United States.
 - ii. Processing is anticipated under the jurisdiction of the applicable USACE Regional or Nationwide Permit.
 - iii. Agency review fees are not included within this agreement and shall be paid for separately by the OWNER.
3. EROSION CONTROL PLAN SIGNOFF
 - A. Approval of the Soil Erosion and Sediment Control (SESC) Plan from the Will/South Cook Soil and Water Conservation District (SWCD) is anticipated to be required.
 - B. Make submittal to SWCD to secure signoff.



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www.baxterwoodman.com

- C. Agency review fees are not included within this agreement and shall be paid for separately by the OWNER.
- 4. WETLAND PERMITTING
 - A. Submit plans and wetland information for Nationwide Permit(s) from the United States Army Corps of Engineers.
- 5. FLOODPLAIN/FLOODWAY PERMITTING
 - A. Submit hydraulic and floodplain information for a floodway construction permit from the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR).
 - B. Agency review fees are not included within this agreement and shall be paid for separately by the OWNER.
- 6. WATERSHED DEVELOPMENT PERMIT
 - A. Obtain a watershed development permit as necessary from the Will County Stormwater Management Planning Committee.
 - B. Agency review fees are not included within this agreement and shall be paid for separately by the OWNER.

GRANT MANAGEMENT

- 7. IEPA 319 GRANT MANAGEMENT
 - A. Provide necessary documentation for BMP implementation, including an operations & maintenance plan, sign design, landowner agreements, and BMP documentation forms.
 - B. Provide reports to IEPA, including draft and final project reports, performance reports, and annual financial reports.

EXCEPTIONS

Baxter & Woodman Natural Resources understands that a topographical survey and wetland delineation will not be needed and that a tree survey was performed under a separate contract.

SCHEDULE

The Project will begin work when the City receives an executed contract from Illinois Environmental Protection Agency and shall be completed by July 31, 2026.

FEES

The Owner shall pay Baxter & Woodman Natural Resources for the services performed or furnished a lump sum amount of **\$499,500**, broken down as follows:

Service	Lump Sum Fee
Design	\$50,000
Grant Management	\$11,500
Construction	\$438,000
Total	\$499,500

Detail of Construction Costs:

MILNE CREEK REACH 1 RESTORATION IN LOCKPORT, IL OPC					
	DESCRIPTION	Qty	UNIT	UNIT COST	TOTAL COST
1	MOBILIZATION	1	LS	\$65,000	\$65,000
2	CONSTRUCTION LAYOUT	1	LS	\$25,000	\$25,000
3	WATER MANAGEMENT DURING CONSTRUCTION	1	LS	\$9,000	\$9,000
4	TREE REMOVAL (OVER 15 UNITS DIAMETER)	301	UNIT DIA	\$150	\$45,150
5	TREE TRUNK PROTECTION	1	EA	\$160	\$160
6	TREE ROOT PRUNING	1	EA	\$750	\$750
7	RETAINING WALL DEMOLITION	1	LS	\$7,500	\$7,500
8	EXCAVATION	1	LS	\$50,000	\$50,000
9	RIPRAP, RR4	88	SY	\$250	\$22,000
10	STONE TOE STABILIZATION	389	LF	\$336	\$130,510
11	GABIONS	66	CY	\$700	\$46,200
12	SEEDING, NATIVE VEGETATION	0.21	AC	\$8,000	\$1,680
13	EROSION CONTROL BLANKET - SC150BN	980	SY	\$6	\$5,880
14	SOIL EROSION AND SEDIMENT CONTROL	1	LS	\$15,000	\$15,000
15	TEMPORARY CONSTRUCTION ENTRANCE RESTORATION	23	SY	\$115	\$2,645
16	STABILIZED CONSTRUCTION ENTRANCE	23	SY	\$225	\$5,175
17	TEMPORARY FENCE	465	LF	\$14	\$6,278
CONSTRUCTION TOTAL					\$438,000
* NOTE THAT ALL COSTS PREVAILING WAGE					



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www.baxterwoodman.com

Thank you for the opportunity to submit our Proposal for this project. Upon your written authorization to proceed, we will begin working immediately. Please contact Coilin McConnell at 815-444-3205 or cmcconnell@baxterwoodman.com if you should have any questions or need additional information.

The attached Standard Terms & Conditions apply to this Proposal. If you find this Proposal acceptable, **please sign and return one copy for our files.**

Sincerely,

Baxter & Woodman Natural Resources


Coilin P. McConnell, CWS, DECI
Natural Resources Manager
Attachment


Craig D. Mitchell, PE
Vice President

CITY OF LOCKPORT, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS (“TERMS”) CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN NATURAL RESOURCES, LLC (“BWNR”). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE “AGREEMENT”.

Owner’s Responsibility – Provide BWNR with all criteria and full information for the “Project”, which is generally otherwise identified in the Letter Proposal. BWNR will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards (“Owner Affiliates”) without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BWNR. BWNR and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BWNR is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BWNR’s work shall be extended and the rates and amounts of BWNR’s compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BWNR’s estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BWNR invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

Opinion of Probable Construction Costs - BWNR’s opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BWNR has no control over construction costs or contractor’s methods of determining prices, or over competitive bidding, or market conditions. BWNR cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BWNR’s opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by BWNR will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BWNR makes no warranties, express or implied, in connection with its services; (2) BWNR shall be responsible for the technical accuracy of its services and documents; (3) BWNR shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BWNR may employ such sub-consultants as BWNR deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BWNR is not acting as a municipal advisor as defined by the Dodd-Frank Act. BWNR shall not provide advice or have any responsibility for municipal financial products or securities.

Insurance - BWNR will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker’s Compensation	Statutory Limits	
Automobile Liability:	\$1 million combined single limit	
Commercial General Liability:	\$1 million each occurrence	\$2 million general aggregate
Excess Umbrella Liability	\$5 million each occurrence	\$5 million general aggregate
Professional Liability:	\$1 million per claim	\$2 million aggregate
Pollution Liability:	\$1 million each occurrence	\$2 million general aggregate

In no event will BWNR’s collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BWNR’s under this Agreement. Any claim against BWNR arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BWNR’s directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BWNR shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages (“Losses”) caused by the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BWNR; (2) To the fullest extent permitted by law, Owner shall indemnify and

hold harmless BWNR and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BWNR waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BWNR and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BWNR is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BWNR agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BWNR, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All BWNR documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BWNR to Owner pursuant to this Agreement) are instruments of service and BWNR retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BWNR or its consultant. Electronic format of BWNR's design documents may differ from the printed version and BWNR bears no liability for errors, omissions or discrepancies. Reuse of BWNR's design documents is prohibited and Owner shall defend and indemnify BWNR from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BWNR's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BWNR to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BWNR and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful, litigation may be pursued in the federal courts of the United States or the courts of the State of Illinois, in each case located in the County of McHenry.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BWNR, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

RESOLUTION NO. 25-006

A RESOLUTION AUTHORIZING THE APPROVAL OF A GRANT AGREEMENT BETWEEN THE STATE OF ILLINOIS, ENVIRONMENTAL PROTECTION AGENCY (IEPA) AND THE CITY OF LOCKPORT FOR MILNE CREEK

WHEREAS, the City of Lockport has determined a need for ecological restoration along Milne Creek Reach 1 Project; and

WHEREAS, The cost of the work for maintenance and energy will share responsibility between the State of Illinois, Environmental Protection Agency (IEPA) and the City of Lockport for Milne Creek; and

- The State of Illinois, Environmental Protection Agency (IEPA) has provided a grant for a total not-to-exceed fee of \$292,800.00
- The City of Lockport will be responsible for all remaining cost

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Lockport, Will County, Illinois, as follows:

SECTION 1: The City Administrator and staff are authorized to accept the grant agreement between the State of Illinois, Environmental Protection Agency (IEPA) and the City of Lockport for the Milne Creek Reach 1 Project.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this _____ day of _____, 2025, with:

_____ALDERMEN voting aye _____ALDERMEN abstaining

_____ALDERMEN voting nay _____ALDERMEN absent

The MAYOR voting aye _____, voting nay _____, not voting _____

_____SABAN _____GILLOGLY _____BERGBOWER _____MCDONALD

_____PUGH _____KING _____DESKIN _____BARTELTSEN

_____MAYOR

Steven Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk



**GRANT AGREEMENT
BETWEEN**

**THE STATE OF ILLINOIS, ENVIRONMENTAL PROTECTION AGENCY
AND
CITY OF LOCKPORT**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency and the City of Lockport (Grantee)

(collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE - The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO - Grantor-Specific Terms

PART THREE - Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

Illinois Environmental Protection Agency

City of Lockport

By: _____
Signature of James Jennings, Title Acting Director

By: _____
Signature of Authorized Representative

By: N/A
Signature of Designee
Date: _____
Printed Name: N/A
Printed Title: N/A

Date: _____
Printed Name: _____
Printed Title: _____
Email: _____

By: _____
Signature of Second Grantor Approver, if applicable
Date: _____
Printed Name: Andrew Armstrong
Printed Title: Chief Legal Counsel
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Email: _____

Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable
Date: _____
Printed Name: Jacob Poeschel
Printed Title: Chief Financial Officer
Third Grantor Approver

By: _____
Signature of Fourth Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Fourth Grantor Approver

PART ONE - THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. **Term.** This Agreement is effective on execution and expires on 11/15/2026 (the Term), unless terminated pursuant to this Agreement.

2.2. **Amount of Agreement.** Grant Funds (check one) must not exceed or are estimated to be \$292,800.00, of which \$292,800.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. **Payment.** Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):
The Grantee shall receive \$292,800.00 under this Agreement.

TOTAL PROJECT COST: \$ 488,000.00
Grantor Share: \$ 292,800.00 60 % of Total project cost
Grantee Share: \$ 195,200.00 40 % of Total Project cost

The specific terms of payment are:

The estimated project costs allowable under this Agreement are identified in the Budget incorporated herein as an Attachment 1.

Federal funding shall make up no part of the Grantee's share of the total project cost and that the Grantee's Share shall be used exclusively for this project. The Grantee's Share for this project shall not be used to match or financially qualify for any other federal grant. Illinois state sales tax is not eligible for reimbursement or as match. The Grantee must not exceed the Illinois Department of Central Management Services Travel Reimbursement Schedule for mileage, per diem/meals, and lodging.

The Grantor's financial obligations to the Grantee are limited to the amount of funding identified as "Grantor Share" in this Agreement. All Grantee costs and match must be incurred within the Agreement Term. If the Grantee incurs costs in anticipation of receiving additional funds from the Grantor, the Grantee does so at its own risk.

Payment requests submitted by the Grantee must be for the reimbursement of incurred costs. Advanced payment is not allowed. Requests for payment must be submitted by the Grantee's authorized representative no more frequently than once per month. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the Grantor no later than August 1st of that year; otherwise the Grantee may have to seek payment through the Illinois Court of Claims. Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Grantor. The requests for payment shall be submitted to:

Illinois Environmental Protection Agency
Attention: Fiscal Service
EPA.FiscalServ@Illinois.gov
P.O. Box 19276; Mail Code #2
Springfield, Illinois 62794-9276

The Grantor may withhold payment to the Grantee if the Grantee's progress in completing the Performance Measures contain in Exhibit D of this Agreement does not meet the project schedule contained in the Agreement to the satisfaction of the Grantor. The Grantor may withhold payment to the Grantee if Grantee fails to file required reports. The Grantor retains the right to withhold ten (10) percent of the Grantor Share until all products outlined in Exhibit D (Performance Measures) of this Agreement are submitted and approved by Grantor.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor a release of all claims against the Grantor arising under the Agreement. Unless otherwise provided in the Agreement or in

another writing executed by both the Grantor and the Grantee, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Grantor may have pertaining to the Agreement against any party affected by the Agreement.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 9950023, the federal awarding agency is United States Environmental Protection Agency, the Federal Award date is 09/15/2023. If applicable, the Assistance Listing Program Title is Nonpoint Source Implementation and Assistance Listing Number is 66.460. The Catalog of State Financial Assistance (CFSA) Number is 532-60-0378 and the CSFA Name is Nonpoint Source Pollution Control. If applicable, the State Award Identification Number (SAIN) is 0378-5627.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and GLPBFGGJER93 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366005974 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non-Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750-Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In

the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. **Budget.** The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. **Budget Revisions.** Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. **Allowability of Costs; Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any

statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the de minimis rate as set forth in CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. **Commercial Organization Cost Principles.** The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost

categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX

MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be

considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.1.1.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.(i)

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must

follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures

regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV

NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35. 1.1.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the

terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

This project will implement best management practices (BMPs) on Milne Creek (IL_GHB) in the Maple Lake-Chicago Sanitary and Ship Canal watershed (071200040703) to reduce nonpoint source pollution to protect water quality. BMPs will include streambank stabilization (tree management and removal, rip rap, geofabric, regrading, gabions, rock aprons, and native vegetation) with stream realignment (meander) and permanent vegetative cover.

• **OUTPUTS:**

- o 820 linear feet of streambank stabilization
- 389 linear feet of stone toe protection
- 85 linear feet of gabion baskets
- 346 linear feet of native seed mix
- o 0.2 acre of permanent vegetative cover

• **OUTCOMES:**

- o Water quality protection of Milne Creek (IL_GHB) in the Maple Lake-Chicago Sanitary and Ship Canal watershed (HUC071200040703).
- o Reduced annual pollutant loadings of approximately 9 tons of sediment, 29 lbs. of phosphorus, and 8 lbs. of nitrogen.

EXHIBIT B

DELIVERABLES OR MILESTONES

Description	Completion Date
PROJECT COORDINATION	
1. Project Coordination	August 1, 2026
BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION	
2. BMP Documentation Form (Part 1) and Design	March 31, 2025
O&M Plan	March 31, 2025
Sign Design	March 31, 2025
Landowner Agreement	March 31, 2025
Last Day to Start Implementation of BMP(s)	October 31, 2025
Complete Implementation of BMPs	May 31, 2026
BMP Documentation Form (Part 2) w/Invoices and Photo Documentation	July 31, 2026
PROJECT REPORT	
3. Project Report	May 31, 2026
OTHER DIRECTED ACTIVITIES	
Periodic Performance and Financial Reports	Quarterly as stipulated
Annual Financial Report	Annually as stipulated

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Aaron Enteman

Title: Environmental Protection Specialist

Address: Illinois Environmental Protection Agency
Bureau of Water, Nonpoint Source Unit Mail
Code #15
P.O. Box 19276
Springfield, Illinois 62794-9276

Additional Information

GRANTEE CONTACT

Name: Brian Lovering

Title: Director of Public Works

Address: 17112 Prime Boulevard
Lockport, Illinois, 60441

GRANTEE PAYMENT ADDRESS
(if different than the address above)

Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Aaron Enteman

Title: Environmental Protection Specialist

Address: P.O. Box 19276 Springfield, IL 62794

Phone: (217) 557-7534

TTY#: _____

Email Address: aaron.enteman@illinois.gov

GRANTEE CONTACT

Name: Brian Lovering

Title: Director of Public Works

Address: 17112 Prime Boulevard Lockport, IL

Phone: (815) 838-0549 x 2314

TTY#: _____

Email Address: blovering@lockport.org

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Under this Agreement, the Grantee shall complete* the following tasks.

*All submissions shall be sent to the Grantor Contact as identified in Exhibit D of this Agreement and shall be submitted electronically unless otherwise specified by the Grantor.

PROJECT COORDINATION

1. Serving as the lead agency, the Grantee shall coordinate the implementation of the nonpoint source pollution control best management practice (BMP) designs as developed and approved under Item 2 of this Agreement. The Grantee shall ensure that the designs are consistent with the goals of the Fiddyment, Milne, and Fraction Run Watershed Plan and the Illinois' Nonpoint Source Management Program.

BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION

2. The Grantee shall complete Part I of the BMP Documentation Form (Part I) and compile all design supplemental information (Design) for the BMPs identified in Exhibit A of this Agreement. The Design shall include all plans and specifications, operation and maintenance plans (O&M Plan), a description of installation and construction techniques, and materials to be used (including plant species).

The Design shall meet the requirements of at least one of the following current documents: 1) the Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual, 2) the Illinois Urban Manual, and/or 3) the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design shall be certified by a registered professional engineer or NRCS staff unless the Grantee obtains a written waiver from this certification requirement from the Grantor.

Part I and the Design shall be submitted by the Grantee to the Grantor for review and approval by March 31, 2025. Upon Grantor's request, Part I and the Design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the BMP Design is approved by the Grantor.

An O&M Plan shall be developed to ensure the long-term viability (no less than 10 years) for the BMPs implemented under this Agreement. The O&M Plan shall identify inspection needs and management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O&M Plan shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs, as well as the financial resources necessary for implementation of the O&M Plan.

The O&M Plan shall be submitted by the Grantee to the Grantor for review and approval by March 31, 2025. Upon Grantor's request, the O&M Plan shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the O&M Plan is approved by the Grantor.

The Grantee shall design a sign which acknowledges the participating agencies and identifies Section 319 of the Clean Water Act as a funding source of the project. The Grantee shall complete and submit a sign design to the Grantor for review and approval by March 31, 2025. Upon Grantor's request, the sign design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The Grantee shall erect the sign prior to the installation of the BMP(s) and for a period thereafter as mutually agreed

upon by the Grantee and the Grantor.

The Grantee shall secure any necessary permits prior to the implementation of the Design developed under Item 2 of Exhibit D of this Agreement. In the event that the Grantee does not own the entire project site, the Grantee shall enter into legally binding agreements with participating landowners to ensure that the BMPs are maintained as designed and that the O&M Plans are implemented for no less than 10 years from the implementation of the BMPs. The Grantee shall submit a draft of the agreement to the Grantor for review and approval by March 31, 2025. Upon Grantor's request, the agreement shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The Grantee shall submit a copy of the executed agreement(s) to the Grantor prior to the implementation of the BMP.

Implementation of the BMP Designs developed in accordance with Item 2 of Exhibit D of this Agreement must begin by October 31, 2025. In the event that construction and implementation of the Designs developed in accordance with Item 2 of Exhibit D of this Agreement has not begun by October 31, 2025, the Grantee, or its Assigns, shall immediately discontinue all work on the Design implementation, unless an extension is requested by the Grantee and approved by the Grantor prior to October 1, 2025. In the event of such a discontinuation of work, limited costs incurred in association with the BMP Design will be eligible for reimbursement by the Grantor.

The Grantee shall complete the implementation of the BMPs by May 31, 2026. Upon completion of the BMPs, the Grantee shall complete and submit Part II of the BMP Documentation Form with all supporting documentation to the Grantor by July 31, 2026. Support documentation includes invoice and photographic documentation.

PROJECT REPORT

3. The Grantee shall evaluate and prepare a report on the success of the Lockport Milne Creek Streambank Stabilization Project in terms of water quality and NPS pollution control. The report shall document the grant agreement number, the project period, project title, tasks, implementation schedule, budget, obstacles and successes encountered during implementation of the project. For all BMP implementation developed under Item 2 of this Agreement, the report shall include pre and post conditions, pollutant load reduction amounts for sediment, phosphorus, and nitrogen, the type and location of practices, plans and specifications, the O & M Plan, a description of installation and construction techniques, and materials used (including plant species). The Project Report shall be completed and submitted by the Grantee to the Grantor for review and approval by May 31, 2026. Upon Grantor's request, the Project Report shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Upon approval, the Grantee shall submit two (2) paper copies and one (1) electronic copy to the Grantor.

PERFORMANCE STANDARDS

All products produced, and all work performed by the Grantee under this Agreement shall be subject to review and approval by the Grantor to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

The Grantee shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Grantee under this Agreement. The Grantee must, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Grantee will perform such services as necessary to accomplish the objectives of this Agreement, in

accordance with all the terms of this Agreement.

EXHIBIT E
SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by proving written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

None Identified.

PART TWO -GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

**ARTICLE XXIII
REPORTING**

23.1. Grantee shall file a Quarterly Periodic Financial Report (PFR) and Periodic Performance Report (PPR) for quarters ending March 31, June 30, September 30, and December 31, with the Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first Periodic Financial Report (PFR) and Periodic Performance Report shall cover the reporting period after the effective date of the Agreement. a Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit an annual Periodic Financial Report (PFR) for the period ending 12/31 (Grantee's Fiscal Year End date). This report should include the Grantee's entire Fiscal Year expenditures for this award. Reports must be submitted no later than 30 calendar days following the period covered by the report.

A Periodic Financial Report (PFR) and Periodic Performance Report (PPR) marked as "Final Report" must be submitted to Grantor 60 days after the end date of the Agreement. Failure to submit the required PFR and PPR reports may cause a delay or suspension of funding.

In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

In reference to Part One, Article XI, Item 11.1 of this Agreement, the Grantee will submit the performance report supplemental attachment using the following format. The first page will include the project title, agreement number, the period that the report covers, and a table showing the entire list of Deliverables or Milestones (Exhibit B) and all deliverables defined in the strategies developed under this grant. The table shall include the task, its scheduled completion date, and status. The remainder of the report will include the items listed in Section 11.1, plus information regarding what happened during this quarter and what is scheduled for the upcoming quarter. For projects implementing best management practices, the report will include a table of all projects, which lists the project owner, estimated date to be completed, implementation status, and comments as needed.

PART THREE -PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

In reference to Part One, Article IV, Item 4.8 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within fifteen (15) days of the end of the quarter but may instead request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.

Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
7. Consultant Services and Expenses (2 CFR 200.459)			
Engineering Design and Permitting	\$30,000.00	\$20,000.00	\$50,000.00
Subtotal	\$30,000.00	\$20,000.00	\$50,000.00
8. Construction			
Streambank Stabilization	\$262,800.00	\$175,200.00	\$438,000.00
Subtotal	\$262,800.00	\$175,200.00	\$438,000.00
Total Proposed Cost	\$292,800.00	\$195,200.00	\$488,000.00

Revenue Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
Grant Funding			
Award Requested	\$292,800.00		\$292,800.00
Subtotal	\$292,800.00		\$292,800.00
Non-Grant Funding			
Cash Match		\$195,200.00	\$195,200.00
In-Kind Match		\$0.00	\$0.00
Other Funding and Contributions		\$0.00	\$0.00
Subtotal		\$195,200.00	\$195,200.00
Total Proposed Revenue	\$292,800.00	\$195,200.00	\$488,000.00

Expense Budget

Proposed Budget Narrative

7. Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees):

For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.

Consultant Expenses:

List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.)

Engineering Design and Permitting

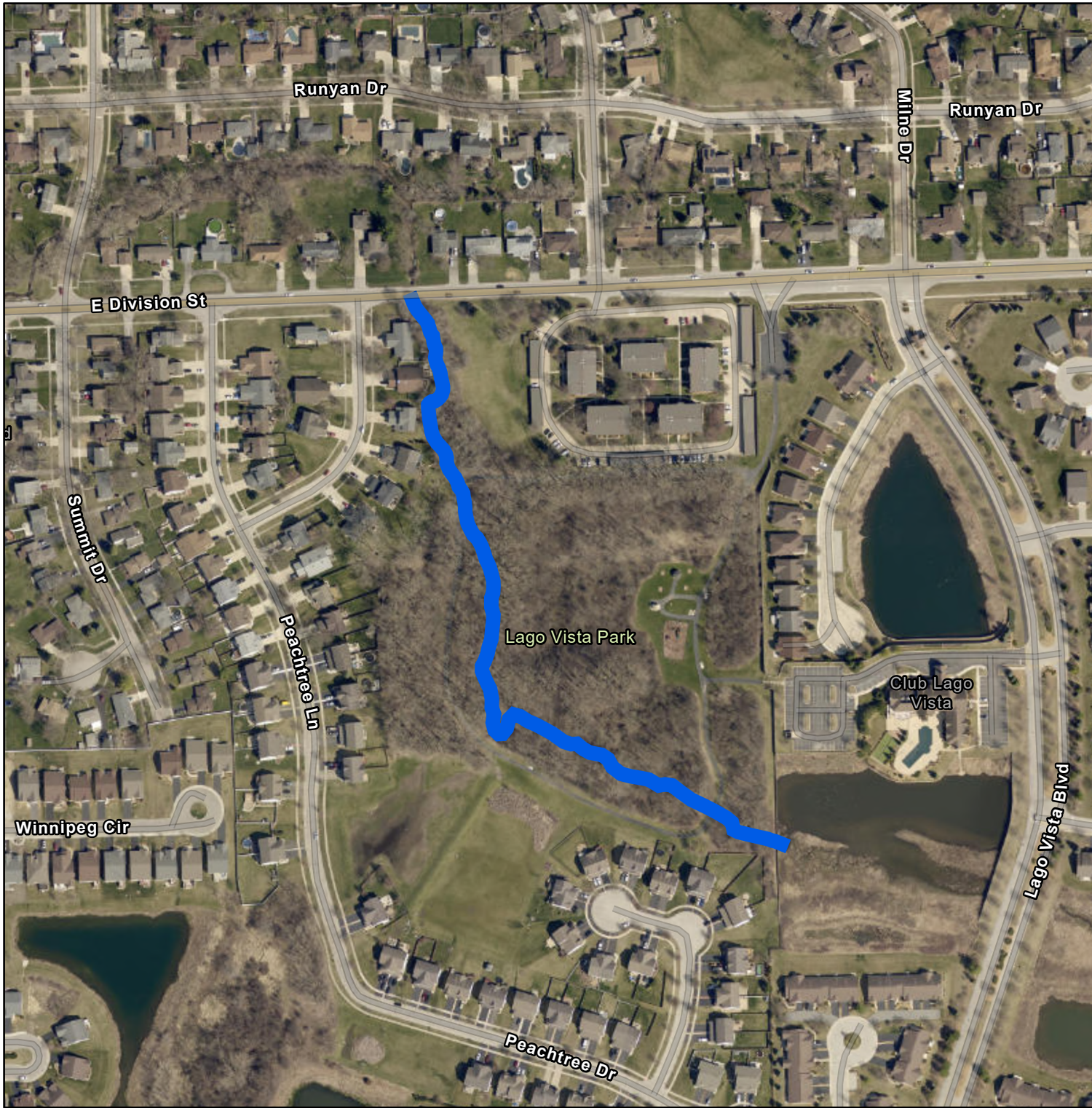
Engineering, Design, and Permitting will be completed by Baxter & Woodman. Lockport will use their own formal, written Procurement Policy.

8. Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Streambank Stabilization

Installing riprap and BMPs along stream. Streambank Stabilization will be performed by Baxter & Woodman Natural Resources. Lockport will use their own formal, written Procurement Policy.



City of Lockport

Illinois

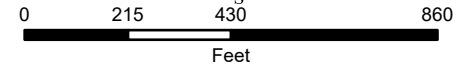


Public Works & Engineering

Milne Creek Project

Legend

 Milne Creek REACH 1



1 inch = 400 feet